

## POLK COUNTY BOARD OF COMMISSIONERS

**DATE:** April 30, 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 Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on May 5, 2025 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.
  - (c) The Homeless Prevention Advisory Council (AKA P.A.T.H.S) will be meeting on May 14, 2025 from 12:00 pm to 2:00 pm located at 1407 Monmouth Independence Hwy, Monmouth OR 97361.
  - (d) A public meeting of the Budget Committee for Polk Extension Service District will be held in the Main Conference Room of the County Courthouse at 11:00 a.m., on Wednesday, May 14, 2025. The purpose of the meeting is to discuss the budget for fiscal year July 1, 2025 to June 30, 2026 and to receive the budget message and document. Time is reserved for public comment at 11:15 a.m. A copy of the budget document may be inspected or obtained on or after May 9, 2025, at the Board of Commissioners' Office, Polk County Courthouse, during regular business hours. This is a public meeting where deliberation of the Budget Committee will take place. Any person may appear at the meeting and discuss the proposed budget with the Budget Committee.
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 April 16, 2025**
6. **APPROVAL OF CONSENT CALENDAR**
7. **MONTHLY TREASURER REPORT – Steve Milligan**
8. **HWY 22 & 51 ODOT PRESENTATION – Anna Henson & Kumar Rethnasamy**
9. **Order No. 25-06 / JURISDICTIONAL TRANSFER – Darren Blackwell**

### CONSENT CALENDAR

- a) Polk County Contract No. 25-47, Liberty House  
(Aaron Felton, District Attorney)
- b) Polk County Contract no. 25-48, DOJ & Child Support Division  
(Nathan Druery, Child Support Supervisor)
- c) Polk County Contract No. 25-49, Deschutes County  
(Dean Anderson, Information Services)
- d) ~~Polk County~~

**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

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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.

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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.

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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 April 16, 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 Gordon was present and Commissioner Mordhorst was absent.

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.

A public meeting of the Budget Committee for Polk County will be held in the Main Conference Room, Polk County Courthouse, 9:00 a.m., on Tuesday, April 22, 2025. The purpose of the meeting is to discuss the budget for fiscal year July 1, 2025 to June 30, 2026 and to receive the budget message and document. The public meeting will continue on Wednesday, April 23, 2025. Additional time is reserved for public comment at 10:30 a.m. Wednesday, April 23, 2025. A copy of the budget document may be inspected or obtained on or after April 18, 2025 at the Board of Commissioners' Office, Polk County Courthouse, during regular business hours. This is a public meeting where deliberation of the Budget Committee will take place. Any person may appear at the meeting and discuss the proposed budget with the Budget Committee. Please advise the Board of Commissioners (503-623-9237) at least 24 hours in advance if you need special accommodations to attend or participate in the meeting virtually

**3. COMMENTS**

Anne Scheck read aloud a prepared statement commending the County Assessor for an exchange that occurred on a public Facebook Page. Mrs. Scheck then shared the exchange that occurred between the member of the public, herself and the Assessor.

**4. APPROVAL OF AGENDA**

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

**BOTH VOTED YES.  
MOTION PASSED BY VOTE OF THE QUORUM.**

**5. APPROVAL OF MINUTES OF April 9, 2025**

**MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF April 9, 2025.**

**BOTH VOTED YES.  
MOTION PASSED BY VOTE OF THE QUORUM.**

**6. APPROVAL OF CONSENT CALENDAR**

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

**BOTH VOTED YES.  
MOTION PASSED BY VOTE OF THE QUORUM.**

**7. LIBERTY HOUSE UPDATE – Kameron Wolfer & Alison Kelley**

Kameron Wolfer & Alison Kelley, Liberty House, presenting a PowerPoint presentation to the Board and staff. Mr. Wolfer and Mrs. Kelley introduced themselves before starting their presentation and stated that they are here to express their gratitude to one of their main partners. Their presentation talked about child abuse and the lifelong physical and mental consequences if left untreated, responding to trauma from every angle, prevention education, services available for Polk County and they shared some data that showed the work being done inside of Polk County and its cities. Commissioner Pope asked a question about the data that was shown and how the population has been increasing but the numbers look to be staying the same and Mrs. Kelley answered his question. Next, they thanked the DA's Office for its leadership on the Polk County Child Abuse Multidisciplinary Team (MDT) and dedication in holding offenders accountable. Commissioner Pope asked them to give them a sense of capital or barriers they see when it comes to funding and Mrs. Kelley answered his question. Commissioner Gordon asked about phase 2 on the My Worth Program and wanted to know what that looks like and Mrs. Kelley talked about phase 1 and then phase 2 of the programs.

**8. REVISED TELE-WORKSITE/REMOTE WORK POLICY – Matt Hawkins**

Matt Hawkins, Admin Services Director, is recommending that the Board approve the proposed revisions for the tele-worksite/remote work policy. Mr. Hawkins provided background information and explained to the Commissioners what changes had been made to the policy. Commissioner Pope asked if this has been reviewed by all Department Heads and feedback given and Mr. Hawkins answers his question. Commissioner Gordon stated that he thinks it is a solid policy and he appreciates the extra attention to cyber security.

**MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE REVISED TELE-WORKSITE/REMOTE WORK POLICY.**

**BOTH VOTED YES.  
MOTION PASSED BY VOTE OF THE QUORUM.**



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

- a) Polk County Contract No. 25-39 (Amendment 5 to 24-36),  
Oregon Health Authority  
(Rosana Warren, Behavioral Health)
- b) Polk County Contract no. 25-44 (Amendment 2 to 15-169),  
Moda Health Plan, Inc  
(Rosana Warren, Public Health)
- c) Polk County Contract no. 25-45, Salem Health West Valley  
(Rosana Warren, Public Health)
- d) Polk County Contract No. 25.42, Cigna Health & Life  
Insurance Company  
(Rosana Warren, Public Health)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:39 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

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Craig Pope, Chair

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Jeremy Gordon, Commissioner

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Lyle Mordhorst, Commissioner

# POLK COUNTY FINANCE REPORT (CASH BASIS)

For the Month Ended March 31, 2025

FUND	ACCT #	BALANCE 3/1/2025	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	BALANCE 3/31/2025
General Fund	100	11,591,649.28	3,791,793.95		5,218,215.87		10,165,227.36
Building Inspection	110	146,210.61	81,222.58		103,169.49		124,263.70
C.A.M.I.	140	(21,473.20)	35,109.38		3,231.39		10,404.79
Domestic Mediation	160	125,953.70	0.00		6,154.58		119,799.12
Court Security	180	132,441.34	2,300.07		26,416.67		108,324.74
Public Works	210	3,322,261.09	680,220.14		491,542.56		3,510,938.67
Public Land Corner	215	25,485.55	6,697.50		8,338.79		23,844.26
Public Works Complex Construction	219	294,282.83	452.85		1,041.67		293,694.01
Dog Control	220	(110,575.86)	5,806.00		20,203.04		(124,972.90)
Marine Patrol	225	(714.75)	0.00		1,645.27		(2,360.02)
Law Library	230	22,876.53	0.00		7,460.48		15,416.05
Health Services	232	735,371.47	942,252.67		875,133.18		802,490.96
Public Health	235	312,318.23	25,915.72		240,454.86		97,779.09
Behavioral Health	240	12,531,688.50	1,958,490.48		2,849,218.74		11,640,960.24
Juvenile	245	(606,330.31)	50.00		103,544.82		(709,825.13)
Veterans' Services	254	(96,909.91)	0.00		29,033.71		(125,943.62)
Fair	260	(229,565.34)	85,558.53		103,120.70		(247,127.51)
County School	270	0.01	0.00		0.00		0.01
Economic Development	280	505,288.55	0.00		61,638.17		443,650.38
American Rescue Plan	290	999,469.88	0.00		78,971.47		920,498.41
Coordinated Housing	295	1,511,331.09	0.00		57,807.97		1,453,523.12
Household Hazardous Waste	300	84,231.78	216.25		2,951.50		81,496.53
Building Improvement	310	(254,678.60)	0.00		28,746.60		(283,425.20)
Polk Extension Serv District	500	246,031.96	11,930.56		10,930.70		247,031.82
Management Services	610	928,689.49	722,005.42		641,476.67		1,009,218.24
PERS Reserve	615	1,356,103.64	70,736.17		0.00		1,426,839.81
Insurance	620	(718,321.81)	85,099.92		44,212.53		(677,434.42)
<b>TOTAL COUNTY FUNDS</b>		<b>32,833,115.75</b>	8,505,858.19	0.00	11,014,661.43	0.00	<b>30,324,312.51</b>
<b>TRUST FUNDS</b>							
Marriage Trust	A122	550.00	350.00		550.00		350.00
Oregon Land Info System	A125	1,383.33	759.25		0.00		2,142.58
A&T Housing Trust	A127	77,799.08	42,783.86		0.00		120,582.94
Miscellaneous Trust	A139	98,624.82	0.00			5,624.82	93,000.00
Sheriff's Sales - RPPS	A140	110,471.79	0.00		103,525.88		6,945.91
Evidence & Unclaimed (Sheriff)	A141	106,297.96	0.00		0.00		106,297.96
Assessor-MS Fees	A150	110.00	680.00		625.00		165.00
Training	A151	4,291.10	2,700.00		0.00		6,991.10
Unsegregated Tax	A220	2,390,972.88	593,493.78		15,565.54	2,390,972.88	577,928.24
Unsegregated Tax Interest	A221	1,711.03	3,278.86		0.00	1,711.03	3,278.86
Assessment & Taxation	A224	35,977.86	23,170.77		79.93		59,068.70
Estimated Collections	A225	33,691.47	110.86		0.00		33,802.33
DA Pre-forfeiture Trust	A421	2,175.54	0.00		0.00		2,175.54
Victim Assistance Fund	A422	44.24	0.00		0.00		44.24
Pre-Forfeiture Trust	A433	1,022.00	0.00		0.00		1,022.00
Inmate Trust	A437	44,072.42	86,858.00		30,264.12		100,666.30
Sheriff's Trust (Shop with Sheriff)	A450	7,049.36	0.00		0.00		7,049.36
EM Radio Maintenance Contingency	A455	141,232.59	379.20		0.00		141,611.79
Foreclosure Land Sales	A811	31,476.17	2,100.00		104.00		33,472.17

<b>TOTAL TRUST FUNDS</b>		3,088,953.64	756,664.58	0.00	150,714.47	2,398,308.73	<b>1,296,595.02</b>
<b>TOTAL COUNTY &amp; TRUST FUNDS</b>		35,922,069.39	9,262,522.77	0.00	11,165,375.90	2,398,308.73	<b>31,620,907.53</b>
<b>FUND TAX DISTRICTS</b>	<b>ACCT #</b>	<b>BALANCE 3/1/2025</b>	<b>RECEIPTS</b>	<b>TRANSFERS IN</b>	<b>DISBURSEMENTS</b>	<b>TRANSFERS OUT</b>	<b>BALANCE 3/31/2025</b>
Polk County Tax	T101	0.00		328,093.00	328,093.00		0.00
Chemeketa	T111/112	0.00		139,046.03	139,046.03		0.00
Willamette Regional ESD	T121	0.00		42,842.92	42,842.92		0.00
Linn-Benton ESD	T151	0.00		38.06	38.06		0.00
City of Dallas	T201/204	0.00		123,372.48	123,372.48		0.00
City of Independence	T211/212	0.00		81,819.26	81,819.26		0.00
City of Monmouth	T221	0.00		66,982.77	66,982.77		0.00
City of Falls City	T231/232	0.00		4,087.09	4,087.09		0.00
City of Salem	T241	0.00		403,296.14	403,296.14		0.00
City of Willamina	T251	0.00		3,567.05	3,567.05		0.00
Amity Fire	T301	0.00		2,996.55	2,996.55		0.00
Spring Valley Fire	T311	0.00		1,602.47	1,602.47		0.00
Dayton Fire	T321	0.00		1,008.09	1,008.09		0.00
Salem Suburban Fire	T331	0.00		8,432.52	8,432.52		0.00
Sheridan Fire	T341	0.00		5,086.38	5,086.38		0.00
Polk Fire District #1	T351	0.00		75,053.93	75,053.93		0.00
Southwest Rural Fire	T361	0.00		34,503.03	34,503.03		0.00
West Valley Fire	T371	0.00		8,920.08	8,920.08		0.00
Hoskins Fire	T381	0.00		220.51	220.51		0.00
Dallas Cemetery	T401	0.00		2,045.22	2,045.22		0.00
Fircrest Cemetery	T411	0.00		722.35	722.35		0.00
Hilltop Cemetery	T421	0.00		1,502.45	1,502.45		0.00
Pedee Cemetery	T431	0.00		143.41	143.41		0.00
Polk Soil & Water Conservation	T505	0.00		7,301.99	7,301.99		0.00
Ash Creek Irrigation	T511	0.00		1,186.46	1,186.46		0.00
Eola Light	T521	0.00		124.26	124.26		0.00
Fire Patrol	T531/541	0.00		11,547.78	11,547.78		0.00
Mobile Home Ombudsman Fee	T551	0.00		289.91	289.91		0.00
Dallas School Dist #2	T601	0.00		265,302.33	265,302.33		0.00
Central School #13J	T611	0.00		230,272.97	230,272.97		0.00
Sheridan School Dist. #14J	T621	0.00		4,009.77	4,009.77		0.00
Perrydale School Dist. #21	T631	0.00		16,058.69	16,058.69		0.00
Philomath School #28J	T641	0.00		1,048.67	1,048.67		0.00
Salem School Dist. #24	T651	0.00		426,477.51	426,477.51		0.00
Willamina School #44J	T661	0.00		25,111.89	25,111.89		0.00
Amity School Dist. #45J	T671	0.00		11,726.17	11,726.17		0.00
Falls City School #57	T681	0.00		11,803.76	11,803.76		0.00
Salem Mass Transit	T701	0.00		39,721.79	39,721.79		0.00
Polk Extension Service District	T721	0.00		10,942.99	10,942.99		0.00
<b>TOTAL TAX DISTRICTS</b>		0.00	0.00	2,398,308.73	2,398,308.73	0.00	<b>0.00</b>
<b>TOTALS</b>		<b>35,922,069.39</b>	<b>9,262,522.77</b>	<b>2,398,308.73</b>	<b>13,563,684.63</b>	<b>2,398,308.73</b>	<b>31,620,907.53</b>

**Cash and Investment Report -March 31, 2025**

<b>BANK ACCOUNT</b>	<b>BALANCE</b>
<b>Operating Accounts:</b>	
Citizens Bank (1011)	1,178,040.82
Bank of America (payroll) (1010)	0.00
<b>Investments:</b>	
Local Government Investment Pool (1070)	29,199,130.83
<b>Other Accounts and Cash:</b>	
US Bank - bond account (acct 1029)	(1.20)
Citizens Bank (Inmate account 1025)	100,542.25
Citizens Bank (online tax collection 1028)	41,070.65
Citizens Bank (ADP payroll account 1033)	1,098,394.18
Cash on Hand (1280)	1,905.00
Petty Cash Funds (1290 & 1291)	1,825.00
<b>TOTAL CASH - March 31, 2025</b>	<b>31,620,907.53</b>

# OR 22: Rickreall Road to Doaks Ferry Road NW

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April 30, 2025 – Polk County BOC Meeting

# Introductions

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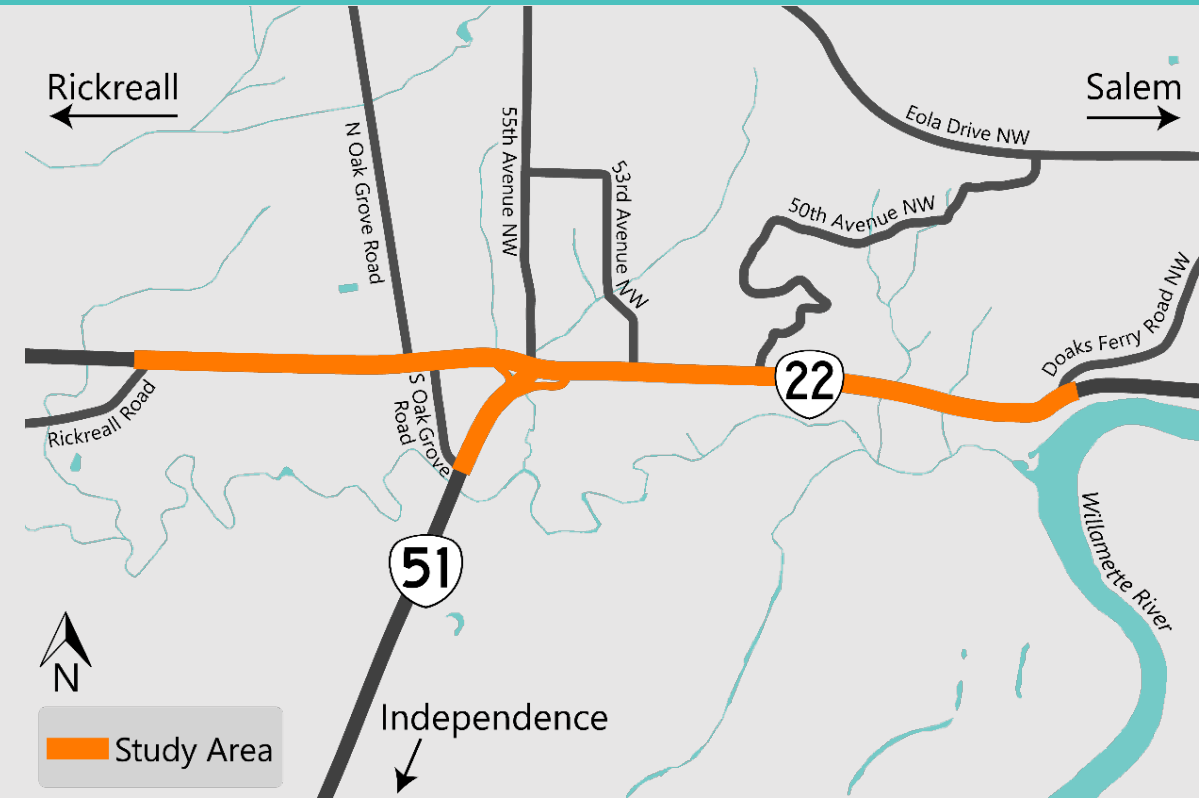
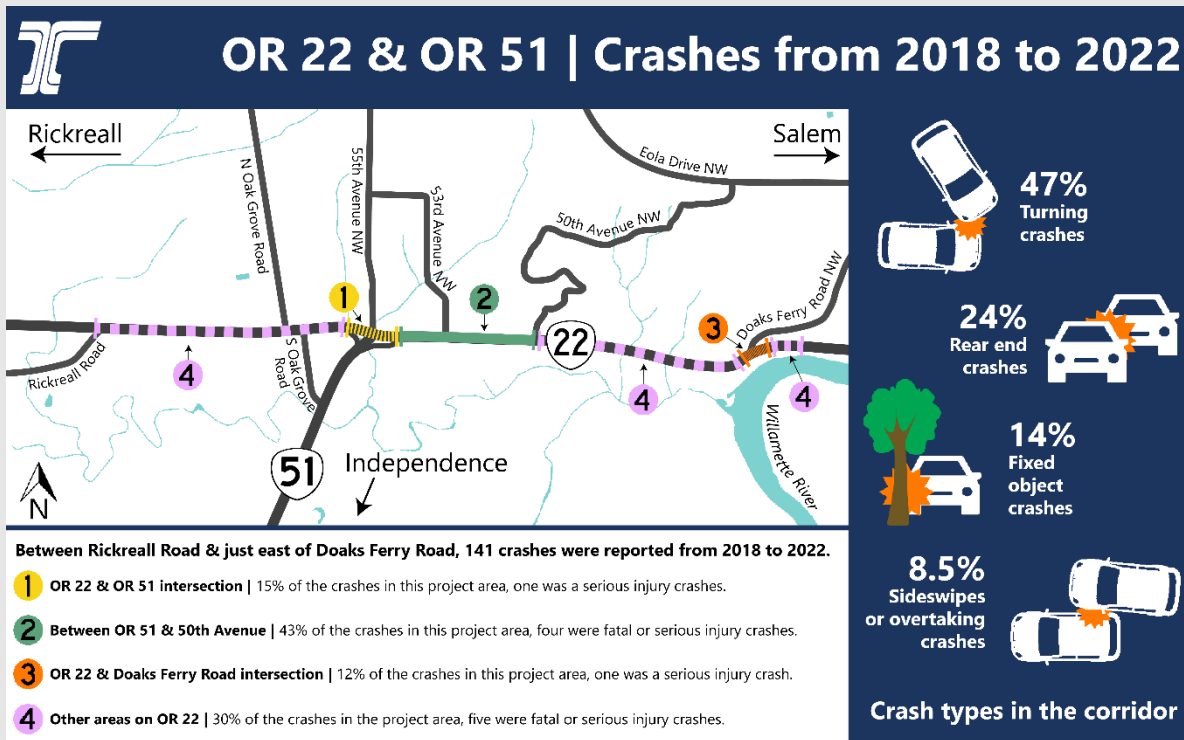
Presentation by:

- Kumar Rethnasamy, ODOT Project Manager
- Anna Henson, ODOT Area 3 Manager



# Project Background

- What is the purpose of this project?

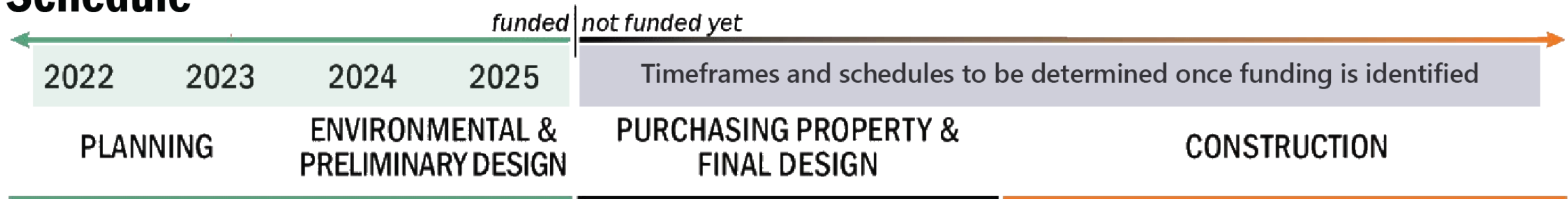


- What are the project limits?

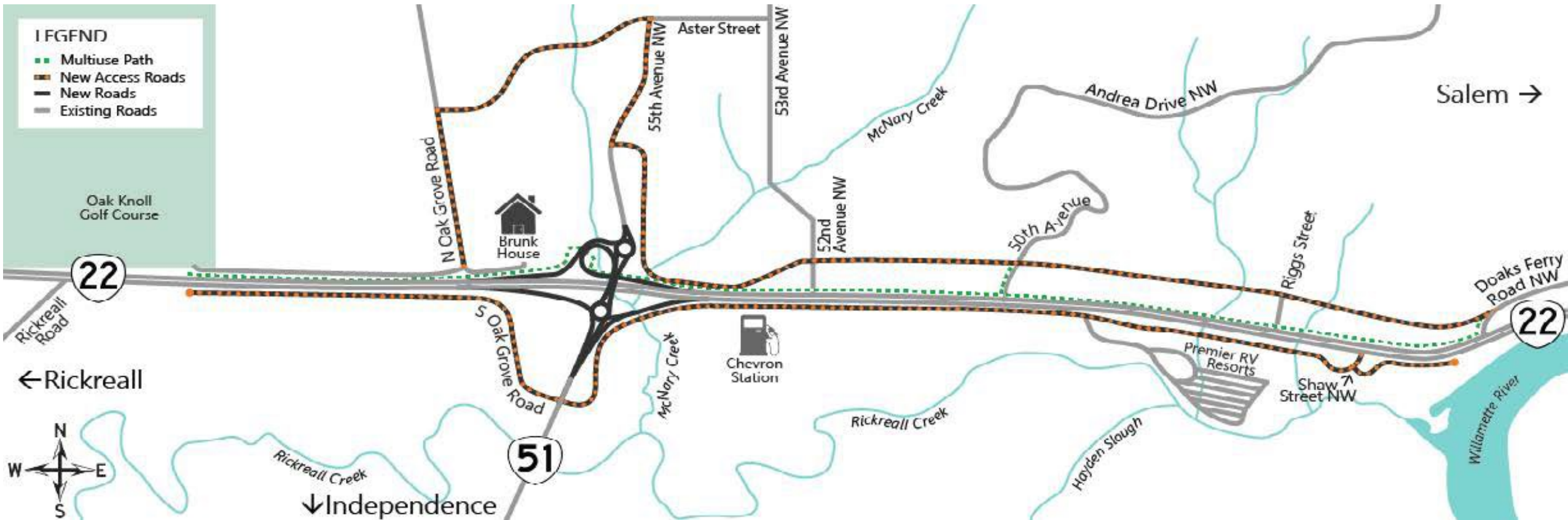
# What are we doing now?

- We're finalizing the Value Engineering options.
- We're working on Immediate Safety Improvements.
- We're funded only for design.

## Schedule



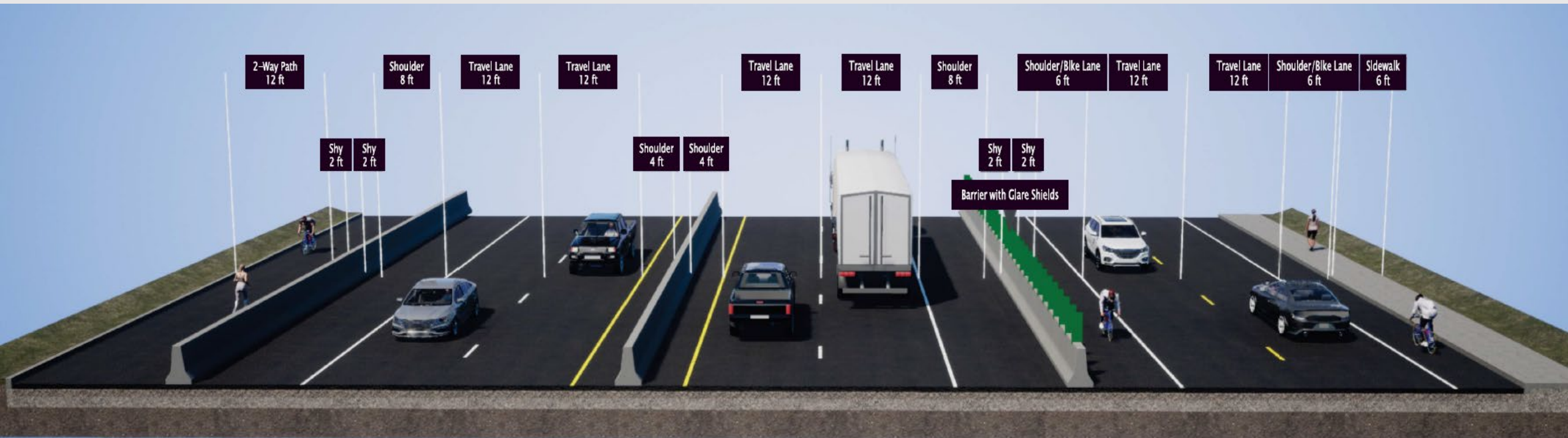
# Project Design Layout





# Proposed OR22 Cross Section

## Includes South side Frontage Rd and Multiuse Path.



(Facing east)

MULTI-USE PATH

(Facing east)

OR22 MAINLINE

(Facing east)

OR22 SE FRONTAGE / SE-2 & SE-1A

# Value Engineering

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- A process of looking at ways to save money without compromising the purpose of the project.
- We are incorporating the VE ideas into the interchange and detailing the phases.
- The purpose of the phases are to identify discrete fundable work packages to move the project forward.
- Another purpose of the phases are to see if we can bring forward safety improvements without full access control.

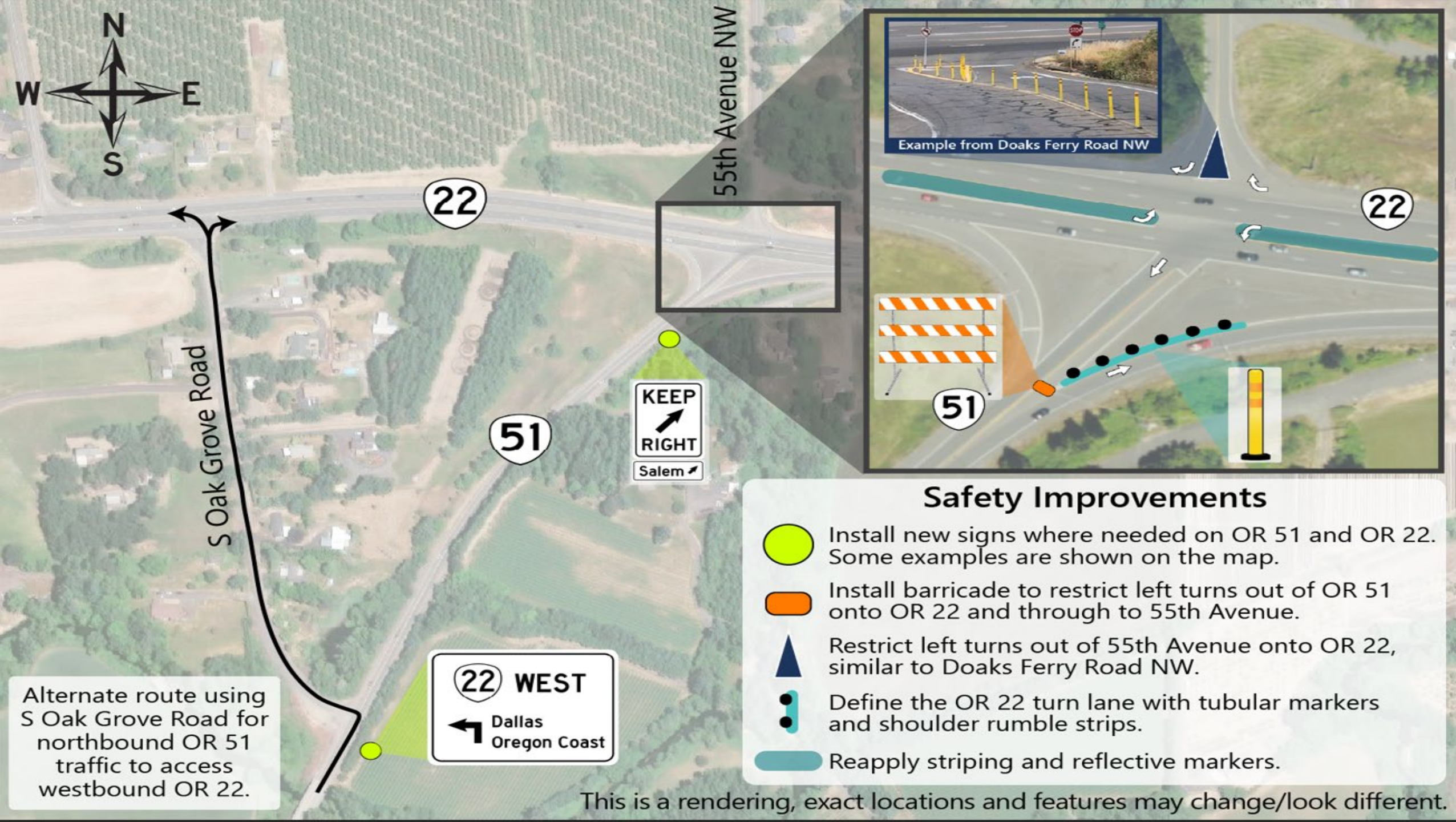
# Immediate Safety Improvements

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- Restricting Left turns out of OR51 onto the OR22
- Converting 55<sup>th</sup> to Right in, Right out, Left in.  
(Same as Doaks Ferry Road)
- Improving signing and reducing sign clutter
- Renewed striping
- Graphic on next page







# Next Steps

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- Finalize design and review which phases we clear now for the environmental process.



# Get in touch

Kumar Rethnasamy, Project Manager



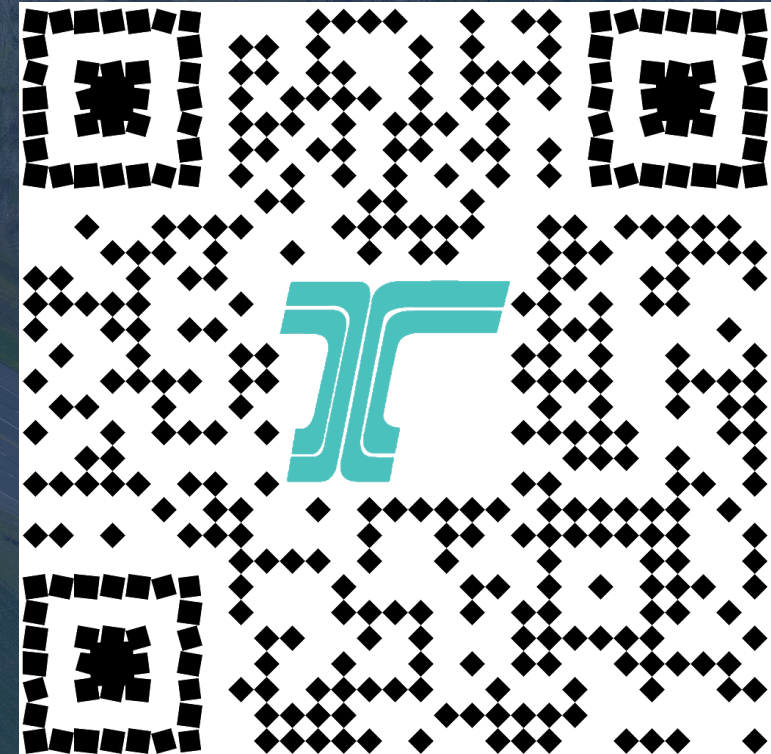
503-383-6223



[kumar.rethnasamy@odot.oregon.gov](mailto:kumar.rethnasamy@odot.oregon.gov)



Visit the project webpage at:  
<https://direc.to/i274>



**SCAN ME**



BEFORE THE BOARD OF COMMISSIONERS FOR  
POLK COUNTY, OREGON

In the Matter of Surrendering )  
Jurisdiction Over Various )  
Roadways to the City of )  
Independence )

**ORDER NO. 25-06**

**WHEREAS**, ORS 373.270(6)(a) states that the Board of Commissioners may surrender jurisdiction of any county road or portion thereof within a city to that city if its governing body initiates such action; and

**WHEREAS**, the governing body of the City of Independence has requested that Polk County surrender jurisdiction to the following: All those portions of 13th Street, E Street, Gun Club Road, and Stryker Road as described in the City of Independence Ordinance No. 1619 dated October 22, 2024, attached as Exhibit A to this Order.

**WHEREAS**, the City of Independence has annexed the above-described portions of Various Roadways to the City by passage of Ordinance # 1619 dated October 22, 2024; and

**WHEREAS**, upon surrender of the above-described property by Polk County, all of the above described portions of roadways within the corporate limits of the City of Independence will be under the jurisdiction of the City; and

**WHEREAS**, the Board of Commissioners believes that it is in the public interest to surrender jurisdiction of the above-described County roads to the City of Independence,

**NOW THEREFORE**, the Polk County Board of Commissioners hereby Order that:

- 1) Polk County hereby surrenders jurisdiction over those portions of 13th Street, E Street, Gun Club Road, and Stryker Road mentioned above and further described in Exhibit A City of Independence Ordinance No. 1619, to the City of Independence; and
- 2) The City of Independence is hereafter responsible for the surrendered roads as provided by ORS 373.270(7).

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Dated this 30th day of April, 2025, at Dallas, Oregon.

BOARD OF COMMISSIONERS

\_\_\_\_\_  
Craig Pope, Chair

\_\_\_\_\_  
Lyle Mordhorst, Commissioner

\_\_\_\_\_  
Jeremy Gordon, Commissioner

Approved as to Form

\_\_\_\_\_  
Morgan Smith, County Counsel



**BEFORE THE CITY COUNCIL OF THE CITY OF INDEPENDENCE  
STATE OF OREGON, COUNTY OF POLK**

An Ordinance Declaring Roadways	]	
Annexed to the City of Independence,	]	Council Bill #2024-08
and Stating an Effective Date	]	

**ORDINANCE NO. 1619**

**WHEREAS**, pursuant to ORS 222.111(2) and the City's Development Code Sections 11.002.D and 12.005, the City of Independence ("City") initiated the annexation of portions of various roadways identified on Exhibit A ("Subject Properties") on September 10, 2024; and

**WHEREAS**, the Subject Properties are existing County roads, located within the City of Independence's Urban Growth Boundary; and

**WHEREAS**, the Subject Properties are either within or contiguous to the City of Independence City boundaries, as required by ORS 222.111(1); and

**WHEREAS**, on September 17, 2024, the city provided notice of the annexation hearing to the Department of Land Conservation and Development; and

**WHEREAS**, notice of the annexation hearing was published in the local newspaper, twice, on October 2, 2024 and October 9, 2024; and

**WHEREAS**, on October 22, 2024 the City Council conducted a properly noticed public hearing that met the requirements of ORS 222.120(3), at which time interested parties and the general public had an opportunity to be heard, and reviewed the record and recommendations of staff; and

**WHEREAS**, at the close of the public hearing, the City Council determined that the evidence and argument presented in the public hearing and on the record showed that the requested annexation of the Subject Properties comply with all applicable provisions of the City of Independence Development Code and state law, as explained in the findings contained in the Staff Report attached as Exhibit B;

**NOW, THEREFORE, THE CITY OF INDEPENDENCE DOES ORDAIN AS FOLLOWS:**

Section 1. Annexation. The Subject Properties described in Exhibit A, attached hereto and incorporated herein by this reference, are hereby declared annexed to the City of Independence.

Section 2. Findings. The City of Independence hereby adopts the above recitals and the findings contained in the Staff Report, attached hereto as Exhibit B and incorporated herein by this reference, as the basis for this decision to annex the Subject Properties.

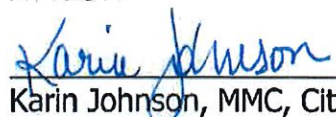
Section 3. Recordation. The City Recorder is hereby authorized and directed to: (1) make and submit to the Secretary of the State of Oregon, the assessor of Polk County, the County Clerk of Polk County, and the Department of Revenue, State of Oregon, a certified copy of this Ordinance; (2) provide notice of the final adoption of this annexation Ordinance to the subject parcel property owners, anyone who participated in the public hearing, and anyone who requested notice of this decision; and (3) provide notice to public utilities as directed by ORS 222.005.

Section 4. The Ordinance shall take effect 30 days after second reading and final passage, and the annexation will be effective on the same date, unless a later date is required pursuant to ORS 222.040.

READ for the first time:	<u>10/22/2024</u>
READ for the second time:	<u>10/22/2024</u>
APPROVED by Council:	<u>10/22/2024</u>
SIGNED by the Mayor:	<u>10/22/2024</u>

  
JOHN McARDLE, MAYOR

ATTEST:

  
Karin Johnson, MMC, City Recorder



# PROPOSED RIGHT-OF-WAY ANNEXATIONS

ORD. 1619 EXHIBIT A  
EX. A  
SUBJECT PROPERTIES

SMALL  
PORTION  
OF  
STRYKER  
ROAD

City Limits

PORTIONS  
OF GUN  
CLUB  
ROAD

PORTIONS  
OF  
MONMOUTH  
STREET

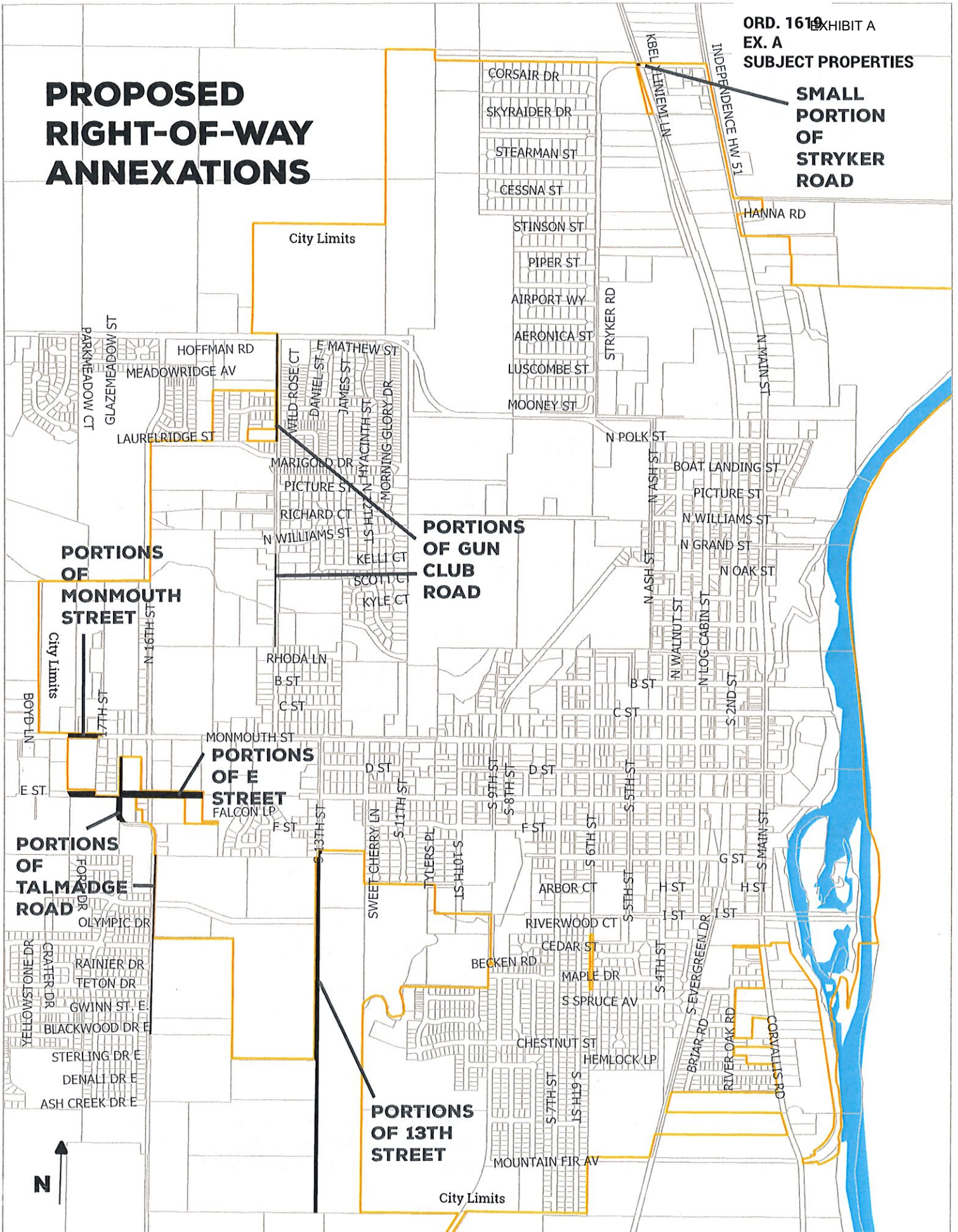
PORTIONS  
OF E  
STREET

PORTIONS  
OF  
TALMADGE  
ROAD

PORTIONS  
OF 13TH  
STREET

City Limits

N







# INDEPENDENCE

*Oregon's Story Begins Here*

ORD. 1619<sup>EXHIBIT A</sup>  
EX B  
STAFF REPORT

## TYPE III ANNEXATION AND ZONE CHANGE (FILE NO. AX | 2024-03) STAFF REPORT

<b>MEETING DATE:</b>	October 22, 2024
<b>RECOMMENDATION:</b>	<b>APPROVE</b>
<b>FILE NUMBER:</b>	AX   2024-03
<b>APPLICANT:</b>	City of Independence
<b>REQUEST:</b>	Annex Certain Rights-of-Way into the City of Independence. No Comprehensive Plan Future Land Use Designation or Zoning would be Established for the Rights-of-Way
<b>PROPERTY:</b>	Portions of Monmouth Street, E Street, Talmadge Road, Gun Club Road, 13 <sup>th</sup> Street, and Stryker Road
<b>FUTURE LAND USE/ ZONING:</b>	Existing: County – Suburban Residential (SR) or Exclusive Farm Use (EFU) Zone Proposed: City – No zoning proposed
<b>CRITERIA:</b>	Independence Comprehensive Plan Independence Development Code (IDC) -Subchapter 11: Administration -Subchapter 12: Zone Changes and Plan Amendments -Subchapter 14: Annexation
<b>CONTENTS:</b>	I. Background and Process II. Agency and Public Comments III. Recommended Conditions of Approval IV. Potential Council Actions V. Staff Findings – Oregon State Planning Goals VI. Staff Findings – Independence Comprehensive Plan VII. Staff Findings – Independence Development Code
<b>ATTACHMENTS:</b>	A. Rights of Way Proposed to be Annexed (1 page) B. Legals of Proposed Annexations (17 pages) C. Comment from Smith (1 page)

### I. BACKGROUND AND PROCESS

This application seeks to annex several rights of way into the City of Independence. These rights-of-way include portions of Monmouth Street, Talmadge Road, E Street, Gun Club Road, 13<sup>th</sup> Street and Stryker Road. Attachment A provides a depiction of the rights-of-way that would be annexed.

The annexation is intended to start a process to conduct a jurisdictional transfer of county roads to city jurisdiction. The transfer is sought:

- To ensure that the construction or reconstruction of roads is completed to city public works, transportation master plan, and development code standards when development happens along those roadways.
- To streamline the process for property owners to make improvements to roads fronting their properties (many of the roadways currently have portions in both the city and the county and any improvement projects require the approval of both the jurisdictions).
- To allow the city to control speed limits and set specific speed safety zones, such zones for parks, businesses, and schools.

All told, the change is intended to ensure the consistent management and improvement of rights-of-way in the Urban Growth Area. If the annexation is approved, the city would have jurisdiction over all roadways within the Independence Urban Growth Boundary except for OR-51, and portions of Hoffman Road, Corvallis Road and 6<sup>th</sup> Street. The annexation of the remaining segments of Hoffman Road, Corvallis Road and 6<sup>th</sup> Street is anticipated to occur in early 2025. ODOT will retain jurisdiction over the entirety of OR-51.

## II. AGENCY AND PUBLIC COMMENTS

To provide notice of the annexation, the city sent out notice to individuals within 250 feet of each of the roadway segments on October 3, 2024. One public comment was provided regarding the application as of the date of this staff report (see Attachment C).

## III. POTENTIAL COUNCIL ACTIONS

Based on the findings below, the Council may:

- Move to approve AX | 2024-03 with findings and conditions, as presented within this report, and adopt a Council Bill to approve of the changes.
- Move to approve AX | 2024-03 with modifications and direct staff to prepare a Council Bill to approve of the changes.
- Request additional information.
- Deny the proposal.

A suggested motion to approve the application as presented is: "I move to approve File No. AX-2024-03, the annexation of certain rights-of-way into the City of Independence, adopting findings, conditions and staff recommendations as provided in the Staff Report."

Should the application be approved, the council may then consider an ordinance to approve the annexation and to apply a blank city future land use/zoning designation:

*"I move to read the proposed Ordinance, Council Bill #2024-08 in full as the text is contained in the Council packet, for the first time."*

If passed, the Recorder will read the title of the proposed ordinance to the council. If the motion is approved unanimously, the Council may have a second reading:

*"I move to read the proposed Ordinance, Council Bill #2024-08 for the second time by title only."*

If passed, the Recorder will read the title of the proposed ordinance to the council, and a motion to adopt is in order:

*"I move to adopt the proposed Ordinance, Council Bill #2024-08."*

Following that, the Recorder will declare that the proposed ordinance has passed and assign the ordinance number.



#### IV. STAFF FINDINGS - INDEPENDENCE COMPREHENSIVE PLAN

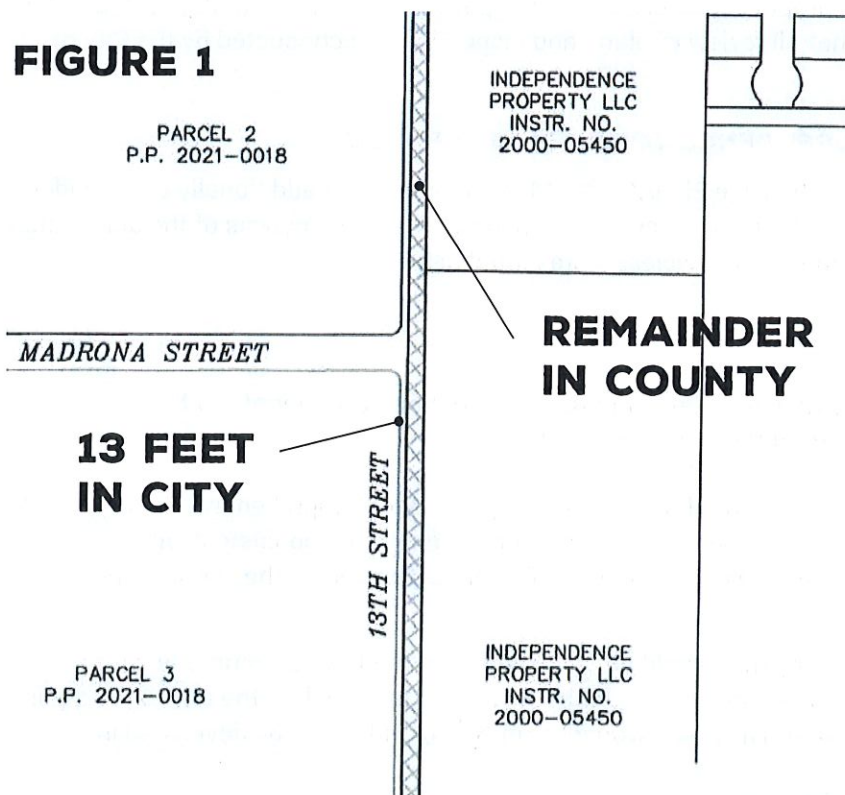
Annexations and changes to the Independence Comprehensive Plan and Zoning Map are required to meet the Oregon State Planning Goals. Among these goals include provisions related to Citizen Involvement (Goal 1), Land Use Planning (Goal 2), Housing (Goal 10), Public Facilities (Goal 11), Transportation (Goal 12) and Urbanization (Goal 14), which together are implemented through measures such as the Independence Comprehensive Plan and Development Code. Combined these goals seek to

- "Provide and encourage a safe, convenient and economic transportation system." (see Goal 12)
- "Provide for an orderly and efficient transition from rural to urban land use." (see Goal 14)
- "Accommodate urban population and urban employment inside urban growth boundaries." (see Goal 14)
- Assure that citizens are involved in the planning process. (see Goal 1)

This annexation has been pursued with these provisions in mind.

The annexation of the roadways would allow the City of Independence to control the bulk of the roads in the Urban Growth Boundary, which would streamline the review of projects and ensure that development meets city standards as future development occurs (ensuring an orderly and efficient transition of the Urban Growth Boundary from rural to urban land use). The proposal would also limit the possibility that both jurisdictions would have to conduct separate reviews of roadway projects. For example, with the existing city boundary, roads such as Talmadge Road, 13th Street, and Gun Club Road have small strips of land that are within the city limits, and larger strips that are within the unincorporated Urban Growth Boundary (see Figure 1). Given the configuration, applicants would be required to get approval from both the City of Independence and Polk County for improvements to the roads.

The proposed annexation would make the city solely responsible for the facilities.



*Source: Portion of Annexation Exhibit for 13<sup>th</sup> Street*

Given these items, the proposal would help promote the orderly development and maintenance of the roads in the Independence Urban Growth Boundary and would be consistent with the Oregon State Planning Goals.

## **V. STAFF FINDINGS – INTERGOVERNMENTAL AGREEMENT BETWEEN POLK COUNTY AND THE CITY OF INDEPENDENCE**

Annexation of property is additionally required to be consistent with the intergovernmental agreement between Polk County and the City of Independence for the management of the Independence unincorporated Urban Growth Boundary. Per the agreement, the city and county agreed that “the type and form of development within urbanizable areas is to be guided by the municipality’s adopted land use and growth management plans” (see Policy 5) and that Polk County would “retain responsibility for land use decisions and actions affecting the urbanizable area until such time as annexation to the city occurs” (see Policy 6). The inherent tension between these policies is a key reason to annex the facilities.

Under the agreement, the County makes decisions about the design of roads based on city standards as long as the roadways remain in County jurisdiction. This framework requires the County to use and interpret the city development standards and runs the risk that key standards (such as the depth of rock on which the road is built, the width of a sidewalk, or the placement of a pipe) are overlooked as part of the review. If a standard is missed, the improved roadway will not conform to city standards and the city will be forced to either annex a substandard road, pay to improve the road (to meet city standards), or elect to not annex the facility because of the cost to improve the street.

To limit the possibility of errors, the proposed annexation would put the roadways completely under the jurisdiction of the city and ensure that all review of plans and inspections be conducted by the City of Independence.

## **VI. STAFF FINDINGS – INDEPENDENCE COMPREHENSIVE PLAN**

Proposals for annexation and Comprehensive Plan/Zoning Map changes must additionally be considered following the goals and policies of the Independence Comprehensive Plan. An analysis of the annexation and redesignation/rezone, considering these policies, is presented below.

### *Land Use*

**GOAL:** To encourage efficient land use, maintain land use designations appropriate to the character of Independence and meet future land use needs.

**Staff Response:** The Land Use Element of the City of Independence Comprehensive Plan seeks to encourage efficient land use, and to zone annexed land consistent with Comprehensive Plan designations. This annexation meets these goals and policies.

The rights-of-way that would be annexed would not have a Comprehensive Plan or zoning designation (in keeping with the historic approach of the city to the zoning of rights-of-way). The roads would be un-zoned and would be developed in



accordance with the road standards in the Transportation System Plan and the Public Works Design Standards.

This approach would achieve this goal.

### *Urbanization*

GOAL: To provide for an orderly and efficient transition from rural to urban land.

**Staff Response:** Goals and policies related to Urbanization in the City of Independence seek to promote the orderly and efficient transition of properties from rural to urban land use. Key policies to implement this goal seek to:

- Promote coordination with Polk County to manage the Urban Growth Boundary.
- Annex land in a manner that is consistent with the Comprehensive Plan and any Concept Plans adopted for the area.

This proposal effectively addresses these policies.

The proposal is sought specifically to allow the city to guide the design and construction of the roads as new development occurs. This approach would ensure the orderly and efficient transition of land from rural to urban land use.

This goal and policies will be achieved.

### *Transportation*

...

**Staff Response:** The goals of the Transportation System Plan seek to

- "Develop and maintain a transportation system that is consistent with the community vision of a vibrant, historic, riverfront, full-service community." (see Goal 1)
- "Support the development and implementation of transportation solutions that are future focused." (see Goal 5)
- "Maintain the financial stability of the city." (see Goal 6)

This annexation would support these intents.

The proposed annexation would ensure that the city has control of roadways that are envisioned to implement the community vision within the Transportation System Plan and would assure that the roads are able to be built in accord with city standards. Additionally, the right-of-way annexation would anticipate future development, and be fiscally responsible, ensuring that the city would manage the review and construction of any improvements to the roadways. The city jurisdiction over the roads would help ensure that roads were constructed in a manner that met city standards and would minimize the confusion (and cost) that may result from another jurisdiction reviewing an Independence development project.

Given these facts, the proposed annexation would support the community vision, be future focused, and be fiscally responsible. These goals would be achieved.

## **V. STAFF FINDINGS - INDEPENDENCE DEVELOPMENT CODE**

The proposed annexation and rezone request is considered a Type III action under the Independence Development Code Section 11.002(C). The action requires a quasi-judicial review by the City Council, without a review by the Independence Planning Commission. Standards for the decision are presented in Subchapter 11 (Administrative Provisions), Subchapter 12 (Zone Changes and Plan Amendments) and Subchapter 14 (Annexations). These standards are presented below.

### *Subchapter 11: Administrative Provisions*

**Staff Response:** The application to annex the roadways is considered a Type III action in the Independence Development Code. As such, the application requires a Public Hearing and decision by the Independence City Council.

The annexation request is subject to ORS 222.170. At the meeting of September 10, 2024, the City Council elected to dispense with submitting the question to the electors of the city and directed staff to provide notice for a public hearing on the proposal. Following that decision, the city published notice of the hearing twice in the Polk County Itemizer-Observer, posted the notice in three locations in the city (the Civic Center, library and Heritage Museum), and sent the notice to property owners within 250 feet of the project site. Given these items, the standards in Subchapter 11 are met.

One comment has been submitted as a result of the notice provided as part of the application. This comment is attached to this staff report (see Attachment C). Staff will be prepared to address the issues raised within the comment letter at the hearing on October 22.

### *Subchapter 12: Zone Changes and Plan Amendments*

#### 12.005 Initiation of a Zone Change or Plan Amendment

A zone change or plan amendment may be initiated in any one of the following ways:

- A. The City Council may initiate such action by resolution. The resolution shall be forwarded to the City Manager, who shall set a date for a public hearing before the Planning Commission and give notice of such hearing as provided in this ordinance.
- B. The Planning Commission may initiate such action by resolution. The resolution shall be forwarded to the City Manager, who shall set a date for a public hearing before the Planning Commission and give notice of such hearing as provided in this ordinance.
- C. A property owner may initiate such action by petition for the owner's own property.

**Staff Response:** The City of Independence has submitted a request for the annexation. The property to be annexed would not have a future land use or zoning designation. This standard is met.



12.010 Zone Change and Plan Amendment by Petition

Any property owner may initiate a zone change or plan amendment for the property that he or she owns by submitting to the City Recorder a petition bearing the following:

...

**Staff Response:** The applicant has submitted the necessary paperwork for a future land use/rezone proposal. The application would annex portions of Monmouth Street, Talmadge Road, E Street, Gun Club Road, 13th Street and Stryker Road. As part of the annexation, no zone or Future Land Use designation would be applied to the areas. This standard is achieved.

12.020 Action by the City Council

Upon receipt of a recommendation from the Planning Commission for any zone change or plan amendment, the City Council shall hold a public hearing. The City Council shall base its decision upon the findings, conclusions and recommendations reached by the Planning Commission unless, by a preponderance of the evidence, it finds facts and reaches conclusions different from those reached by the Planning Commission. All zone changes or plan amendments shall be based on written findings. Any zone change or plan amendment shall be by ordinance. Any denial of a request for a zone change or plan amendment shall be by resolution.

**Staff Response:** No Planning Commission review is required for the annexation and redesignation/rezone request per IDC Section 11.002(C). Any City Council decision on the application will be supported by written findings and the adoption of the change will be supported by an adopting ordinance.

12.025 Standards for Zone Changes

No zone change shall be approved by the Planning Commission or enacted by the City Council unless it conforms to the Comprehensive Plan, including the Transportation System Plan, and at least one of the following standards is met:

- A. The zoning on the land for which the zone change is initiated is erroneous and the zone change would correct the error;
- B. Conditions in the neighborhood surrounding the land for which the zone change is initiated have changed to such a degree that the zoning is no longer appropriate and the zone change would conform to the new conditions of the neighborhood;
- C. There is a public need for land use of the kind for which the zone change is initiated and that public need can best be met by the zone change.

**Staff Response:** The annexation of the roadways is intended to be a future focused, fiscally responsible approach that will ensure that roads in the Urban Growth Area are constructed in accordance with city standards.

The annexation would help:

- To ensure that the construction or reconstruction of roads is completed to city public works, transportation master plan, and development code standards when development happens along the roadways.
- To streamline the process for property owners to make improvements to roads fronting their properties (many of the roadways currently have portions in both the city and the county and any improvement projects would require the approval of both jurisdictions).
- To allow the city to control speed limits and set specific speed safety zones, such as zones for parks, businesses, and schools.

Given these items, the annexation of the land would address both Criteria A and C above. The revised zoning would address a zoning error (that would occur if the land was annexed) and the rezoning of the land would address a clear public need. Given these items, this standard is met.

### *Subchapter 14: Annexation*

#### 14.030 Master Plan Requirement for Southwest Independence Concept Plan Area

...

**Staff Response:** The annexation subchapter in the Independence Development Code (Subchapter 14) deals with annexations in the Southwest Independence Concept Area and establishes a master plan requirement for the properties. No requirements are specified for roads, except that they generally follow the framework articulated within the plan. The roads proposed to be annexed in the Southwest Area would conform with the street network identified in the plan.



# PROPOSED RIGHT-OF-WAY ANNEXATIONS

### City Limits

**PORTIONS  
OF GUN  
CLUB  
ROAD**

# PORTIONS OF MONMOUTH STREET

**PORTIONS  
OF E  
STREET**  
FALCON LP

PORTIONS OF TALMADGE ROAD

FORD DR

**PORTIONS  
OF 13TH  
STREET**

City Limits





**EXHIBIT A**

A unit of land situated in the southwest one-quarter of Section 20, Township 8 South, Range 4 West, of the Willamette Meridian, Polk County, Oregon, being a portion of North Gun Club lying southerly of Williams Avenue and northerly of Rhoda Lane, and more particularly described as follows:

Beginning at the southeast corner of Parcel 2 of Partition Plat 1995-0023, Polk County Plat Records, being coincident with the west line of said North Gun Club Road and the north line of the Urban Growth Boundary;

thence, going easterly along the north line of said Urban Growth Boundary approximately 20 feet to an angle point therein;

thence, going southerly along said Urban Growth Boundary approximately 1,060 feet to an angle point therein;

thence, going westerly along said Urban Growth Boundary approximately 20 feet to an angle point therein;

thence, going northerly along said Urban Growth Boundary approximately 258 feet to the southeast corner of that property conveyed to Two Ojos Living Revocable Trust by Instrument Number 2018-001865, Polk County Deed Records, being coincident with the west line of said North Gun Club Road;

thence, continuing northerly along the west line of said North Gun Club Road approximately 801 feet to the Point of Beginning.

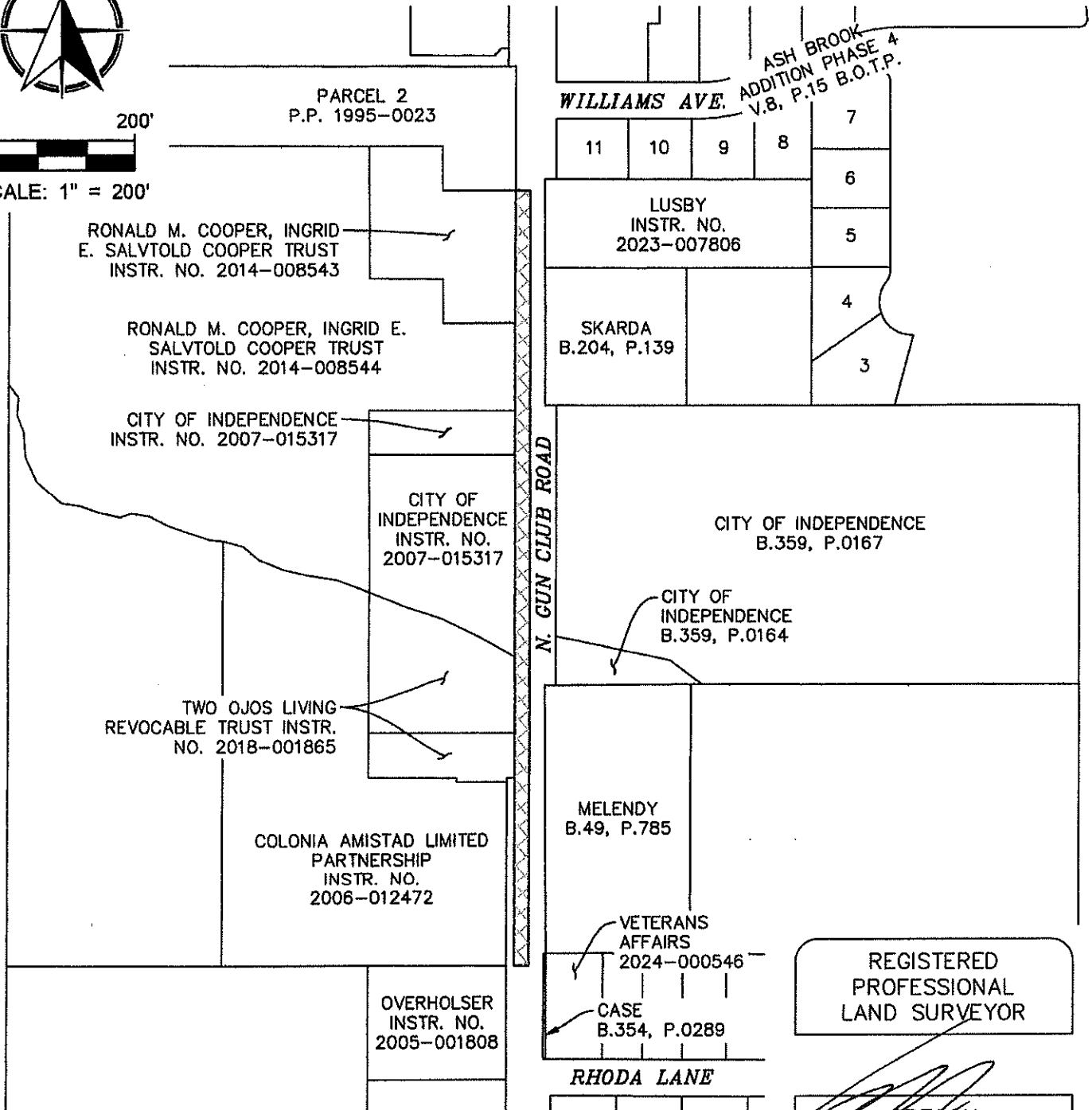
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025



SCALE: 1" = 200'



PROPOSED ANNEXATION AREA

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025

**EXHIBIT B**

IN THE SW 1/4 OF SECTION 20,  
TOWNSHIP 8 SOUTH, RANGE 4 WEST, W.M.  
POLK COUNTY, OREGON

DATE: FEBRUARY 20, 2024

SURVEYED FOR: CITY OF INDEPENDENCE

**FFN SURVEYING**

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
23-477SHEET  
1/1



**EXHIBIT A**

A unit of land situated in Section 29 and the north one-half of Section 32, Township 8 South, Range 4 West, of the Willamette Meridian, Polk County, Oregon, being a portion of 13<sup>th</sup> Street lying south of F Street, and more particularly described as follows:

Beginning at the northeast corner of Partition Plat 2021-0018, Polk County Plat Records, being coincident with the Urban Growth Boundary;

thence, going easterly along said Urban Growth Boundary approximately 8 feet to an angle point therein;

thence, going northerly along said Urban Growth Boundary approximately 42 feet to an angle point therein;

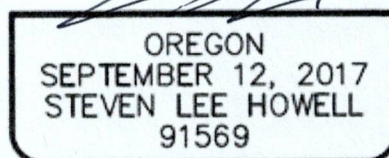
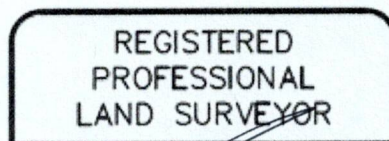
thence, going easterly along said Urban Growth Boundary approximately 20 feet to the northwest corner of that property conveyed to Independence Property LLC by Instrument Number 2000-05450, Polk County Deed Records, being coincident with the east line of said 13<sup>th</sup> Street;

thence, going southerly along the east line of said 13<sup>th</sup> Street approximately 4,100 feet to the south line of said 13<sup>th</sup> Street, being coincident with the north line of that property conveyed to the Schwanke Trust by Instrument Number 2023-008342, Polk County Deed Records;

thence, going westerly along the south line of said 13<sup>th</sup> Street, being coincident with the north line of said Schwanke Trust property, approximately 40 feet to the west line of said 13<sup>th</sup> Street;

thence, going northerly along the west line of said 13<sup>th</sup> Street, approximately 1,745 feet to the southeast corner of said Partition Plat 2021-0018;

thence, continuing northerly, along the east line of said Partition Plat 2021-0018, approximately 2,314 feet to the Point of Beginning.



RENEWS: 6-30-2025





0' 300'  
SCALE: 1" = 300'



ST. PATRICK  
CATHOLIC CHURCH  
INSTR. NO.  
2009-010533

PARCEL 2  
P.P. 2021-0018

INDEPENDENCE  
PROPERTY LLC  
INSTR. NO.  
2000-05450

MADRONA STREET

13TH STREET

PARCEL 3  
P.P. 2021-0018

INDEPENDENCE  
PROPERTY LLC  
INSTR. NO.  
2000-05450



PROPOSED  
ANNEXATION AREA

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

SEE SHEET 2

RENEWS: 6-30-2025

## EXHIBIT B

IN SECTION 29 & THE N. 1/2 OF SECTION 32,  
TOWNSHIP 8 SOUTH, RANGE 4 WEST, W.M.  
POLK COUNTY, OREGON  
DATE: SEPTEMBER 18, 2024

SURVEYED FOR: CITY OF INDEPENDENCE



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
23-477

SHEET  
1/2

SEE SHEET 1

EXHIBIT A



SCALE: 1" = 300'

PARCEL 3  
P.P. 2021-0018

ALVAREZ  
INSTR. NO.  
2021-015432

SETNIKER TRADING CO., LLC  
INSTR. NO. 2005-007808

SETNIKER TRADING CO., LLC  
INSTR. NO. 2005-007808

13TH STREET

INDEPENDENCE  
PROPERTY LLC  
2000-05450

SCHWANKE TRUST  
INSTR. NO. 2023-008342



PROPOSED ANNEXATION AREA

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025

## EXHIBIT B

IN SECTION 29 & THE N. 1/2 OF SECTION 32,  
TOWNSHIP 8 SOUTH, RANGE 4 WEST, W.M.  
POLK COUNTY, OREGON

DATE: SEPTEMBER 18, 2024

SURVEYED FOR: CITY OF INDEPENDENCE



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
23-477

SHEET  
2/2



**EXHIBIT A**

A unit of land situated in the west one-half of Section 29, Township 8 South, Range 4 West, of the Willamette Meridian, Polk County, Oregon, being a portion of Talmadge Road lying south of Monmouth Street, and more particularly described as follows:

Beginning on the northwest corner of that property conveyed to Hailwood by Instrument Number 2015-011359, Polk County Deed Records, being coincident with the east line of said Talmadge Road;

thence, going southerly along the east line of said Talmadge Road, approximately 830 feet to a point of tangency, being coincident with the south line of that property conveyed to Jacobs by Instrument Number 2015-004748, Polk County Deed Records, also being coincident with the Urban Growth Boundary;

thence, going westerly along the Urban Growth Boundary approximately 99 feet to the west line of said Talmadge Road;

thence, going northerly along the west line of said Talmadge Road approximately 311 feet to the south line of E Street;

thence, going easterly along the easterly extension of the south line of said E Street approximately 35 feet to the centerline of said Talmadge Road, being coincident with the Urban Growth Boundary;

thence, going northerly along said Urban Growth Boundary, being coincident with the centerline of said Talmadge Road, approximately 462 feet to an angle point in said Urban Growth Boundary;

thence, going easterly along said Urban Growth Boundary approximately 32 feet the Point of Beginning.

TOGETHER WITH, all that part Talmadge Road lying southerly of E Street, being further described as follows:

Beginning at the northwest corner of Partition Plat 2021-0018, Polk County Plat Records;

thence, going southerly, along west line of said Partition Plat 2021-0018, approximately 926 feet to the southwest corner thereof, being coincident with the east line of said Talmadge Road;

thence, continuing southerly along the east line of said Talmadge Road approximately 1,114 feet to the southwest corner of that property conveyed to Moss by Instrument Number 2022-002137, Polk County Deed Records;

thence, going westerly approximately 26 feet to the centerline of said Talmadge Road;

thence, going northerly along the centerline of said Talmadge Road approximately 2,040 feet to a point lying westerly of said Point of Beginning;

thence, going easterly approximately 20 feet to the Point of Beginning.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWES: 6-30-2025





SCALE: 1" = 150'

KAPLAN  
INSTR. NO.  
2022-013129

THORNTON  
B.336 P.2239

ROBINSON TRUST  
INSTR. NO.  
2023-008038

MONMOUTH STREET

KANG  
INSTR. NO.  
2005-005938

TWIGGS  
INSTR. NO.  
2018-011912

BERRY  
INSTR. NO.  
2019-002700

LONG/SANDOVAL  
2021-012119

ROMERO  
B.366, P.1871

JOERGER TRUST  
INSTR. NO. 2009-007324

LUMEN  
TECHNOLOGIES

HAILWOOD  
INSTR. NO.  
2015-011359

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025

TALMADGE ROAD

E STREET

RWG FARM TRUST  
INSTR. NO. 2021-016015



PROPOSED  
ANNEXATION AREA

JACOBS  
INSTR. NO.  
2015-004748

DARVALL  
INSTR. NO.  
2007-001867

PARCEL 3  
P.P. 1996-0030

16TH STREET

OLIVEROS TRUST  
INSTR. NO. 2019-002821

CRIDER  
B.342,  
P.0083

SEE SHEET 2

**EXHIBIT B**

IN THE WEST 1/2 OF SECTION 29,  
TOWNSHIP 8 SOUTH, RANGE 4 WEST, W.M.  
POLK COUNTY, OREGON

DATE: SEPTEMBER 18, 2024

SURVEYED FOR: CITY OF INDEPENDENCE

**FFN SURVEYING**

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
23-477

SHEET  
1/3





SCALE: 1" = 150'



PROPOSED  
ANNEXATION AREA

SEE SHEET 1

CRIDER  
B.342,  
P.0083

EXHIBIT A

NEWBACK  
INSTR. NO.  
2020-008701

NEWBACK  
INSTR. NO.  
2020-008701

OLIVEROS TRUST  
INSTR. NO. 2019-002821

TALMADGE ROAD

PARCEL 1  
P.P. 2021-0018

PARK PLACE-PHASE V  
B.12, P.49

178

MADRONA STREET

PARK PLACE-PHASE V  
B.12, P.49

161

PARK PLACE-PHASE II  
B.11, P.08

105

OLYMPIC DRIVE

PARK PLACE-PHASE II  
B.11, P.08

106

PARK PLACE-PHASE III  
B.11, P.40

122

BENTLEY STREET

PARCEL 1  
P.P. 2021-0018

WESTON  
INSTR. NO.  
2006-012111

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025

SEE SHEET 3

## EXHIBIT B

IN THE WEST 1/2 OF SECTION 29,  
TOWNSHIP 8 SOUTH, RANGE 4 WEST, W.M.  
POLK COUNTY, OREGON

DATE: SEPTEMBER 18, 2024

SURVEYED FOR: CITY OF INDEPENDENCE



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
23-477

SHEET  
2/3



SEE SHEET 2



SCALE: 1" = 150'

 PARK PLACE—PHASE IV  
B.12, P.12

123

138

RAINIER DRIVE

 PARK PLACE—PHASE IV  
B.12, P.12

139

153

TETON DRIVE

 PARK PLACE—PHASE IV  
B.12, P.12

154

 COOPER'S VIEW  
B.13, P.49

11

GWINN STREET

 COOPER'S VIEW  
B.13, P.49

BLACKWOOD DRIVE

MAXWELL AVENUE

10

9

8

7

6

5

4

3

TALMADGE ROAD

 WESTON  
INSTR. NO.  
2006-012111

 MOSS  
INSTR. NO.  
2022-002137

 MATTEO TRUST  
INSTR. NO.  
2021-017456

 REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

 OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025



PROPOSED ANNEXATION AREA

**EXHIBIT B**
 IN THE WEST 1/2 OF SECTION 29,  
TOWNSHIP 8 SOUTH, RANGE 4 WEST, W.M.  
POLK COUNTY, OREGON

DATE: SEPTEMBER 18, 2024

SURVEYED FOR: CITY OF INDEPENDENCE

**FFN SURVEYING**
 7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

 JOB NO.  
23-477

 SHEET  
3/3



**EXHIBIT A**

A unit of land situated in the northeast one-quarter of Section 30 and the northwest one-quarter of Section 29, Township 8 South, Range 4 West, of the Willamette Meridian, Polk County, Oregon, being a portion of E Street lying westerly of Talmadge Road, and more particularly described as follows:

Beginning on the north line of E Street, being coincident with the southwest corner of that property conveyed to Winco Foods, LLC, by Instrument Number 2004-004902, Polk County Deed Records;

thence, going easterly along the north line of said E Street approximately 317 feet to the southeast corner of said property, being coincident with the Urban Growth Boundary;

thence, going southerly along the Urban Growth Boundary approximately 70 feet to the south line of said E Street;

thence, going westerly along the south line of said E Street approximately 315 feet;

thence, going northerly approximately 63 feet to the Point of Beginning.

TOGETHER WITH, all that part of E Street lying easterly of Talmadge Road, being more particularly described as follows:

Beginning on the south line of E Street, being coincident with the northeast corner of that property conveyed to Altermatt Trust by Instrument Number 2002-012297, Polk County Deed Records;

thence, going westerly along the south line of said E Street, and the westerly extension thereof, approximately 956 feet to the centerline of Talmadge Road;

thence, going northerly along the centerline of said Talmadge Road approximately 77 feet to the westerly extension of the north line of said E Street;

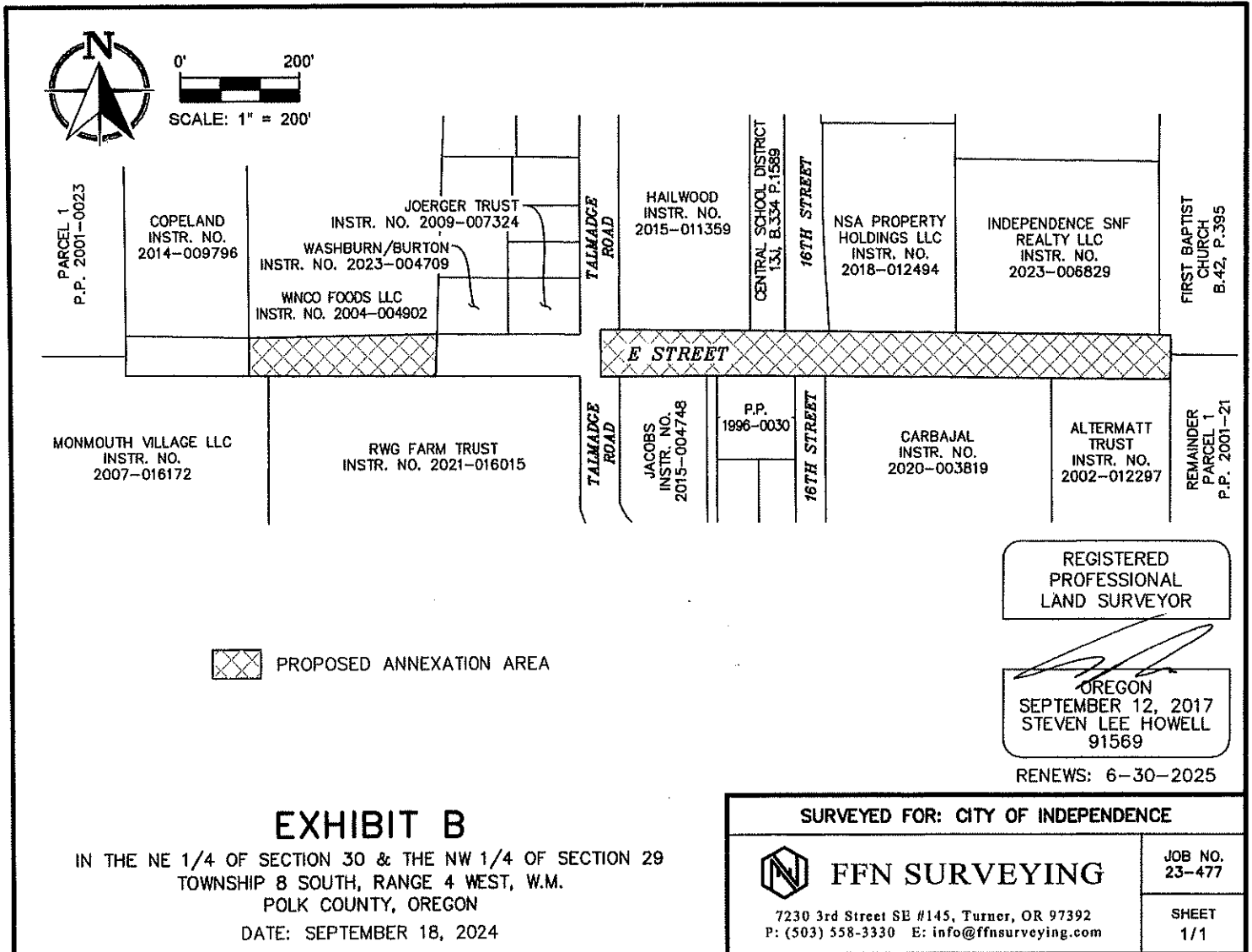
thence, going easterly along said westerly extension, and continuing on the north line thereof, approximately 956 feet to the east line of said E Street;

thence, going southerly along the east line of said E Street approximately 73 feet to the Point of Beginning.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWES: 6-30-2025





**EXHIBIT A**

A unit of land situated in the west one-half of Section 20, Township 8 South, Range 4 West, of the Willamette Meridian, Polk County, Oregon, being a portion of North Gun Club lying southerly of Hoffman Road, and more particularly described as follows:

Beginning at the southeast corner of Parcel 2 of Partition Plat 1997-0058, Polk County Plat Records, being coincident with the west line of said North Gun Club Road;

thence, going northerly along the west line of said North Gun Club Road, being coincident with the east line of said Parcel 2, approximately 136 feet to the south line of QUAIL CROSSING, recorded in Volume 15, Page 26, Polk County Plat Records;

thence, going easterly, along the south line of said QUAIL CROSSING, approximately 11 feet to the southeast corner thereof;

thence, going northerly, along the east line of said QUAIL CROSSING, approximately 437 feet to the northeast corner thereof;

thence, going westerly, along the north line of said QUAIL CROSSING, approximately 11 feet to the northeast corner of Lot 34 of said QUAIL CROSSING, being coincident with the west line of said North Gun Club Road;

thence, going northerly, along said west line of North Gun Club Road, approximately 584 feet to the south line of said Hoffman Road;

thence, going northerly approximately 70 feet to the north line of said Hoffman Road;

thence, going easterly along the north line of said Hoffman Road approximately 35 feet to the Urban Growth Boundary;

thence, going southerly along said Urban Growth Boundary approximately 1,223 feet to an angle point therein;

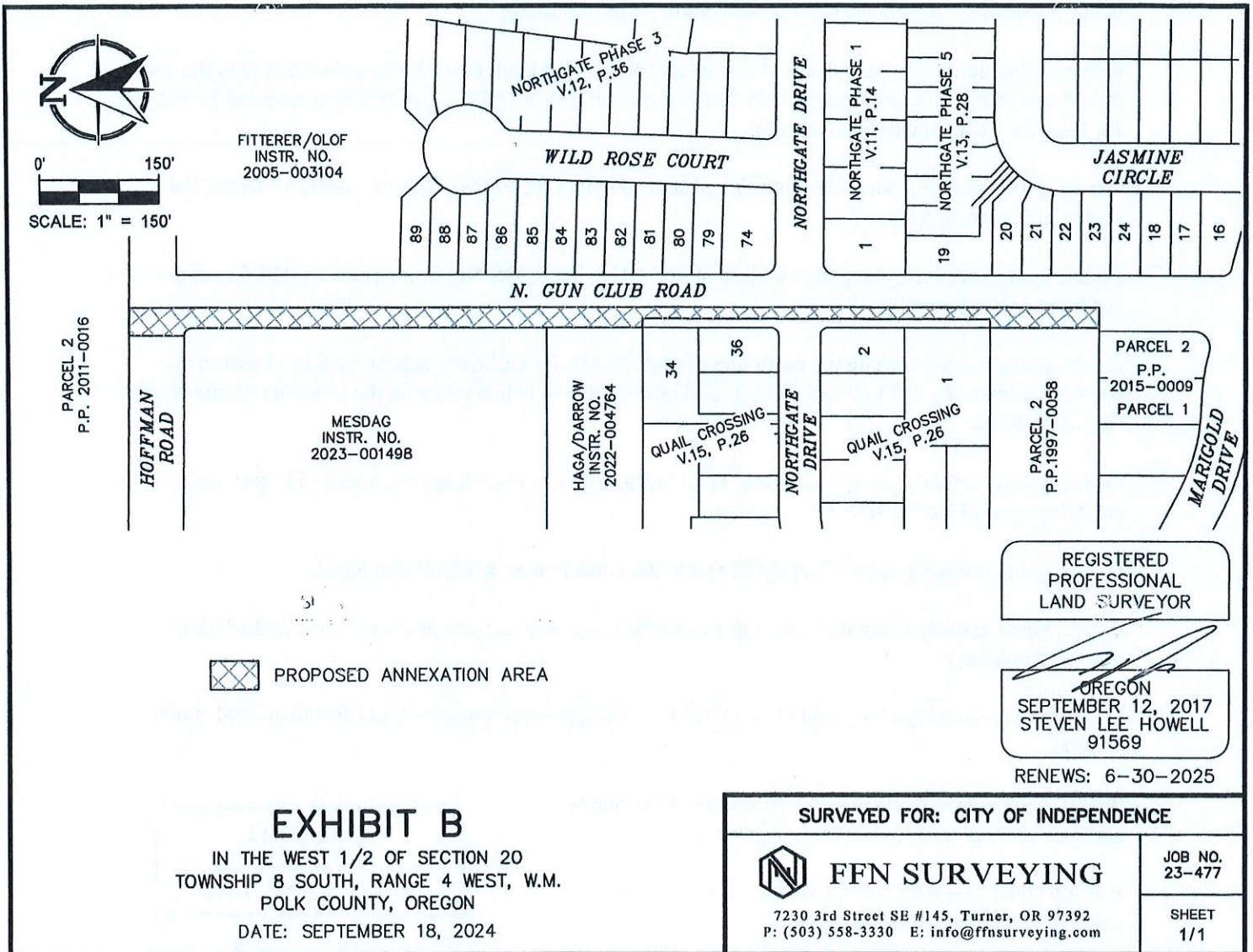
thence, going westerly along said Urban Growth Boundary approximately 25 feet to the Point of Beginning;

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWES: 6-30-2025







**EXHIBIT A**

A unit of land situated in the northeast one-quarter of Section 30 and the northwest one-quarter of Section 29, Township 8 South, Range 4 West, of the Willamette Meridian, Polk County, Oregon, being a portion of Monmouth Street lying west of Talmadge Road, and more particularly described as follows:

Beginning on the south line of that property conveyed to Knowles Properties, LLC, by Instrument Number 2009-000381, Polk County Deed Records, being approximately 45 feet west of the southwest corner of the Polk County Fire District No. 1 property as described in Book 227, Page 533, Polk County Deed Records, also being coincident with the north line of Monmouth Street;

thence, going easterly along the north line of said Monmouth Street approximately 766 feet to the southeast corner of that property conveyed to LS Prop Drop LLC by Instrument Number 2020-000636, Polk County Deed Records;

thence, going southerly approximately 31 feet to the centerline of said Monmouth Street, being coincident with the Urban Growth Boundary;

thence, going westerly along said Urban Growth Boundary approximately 62 feet to an angle point therein;

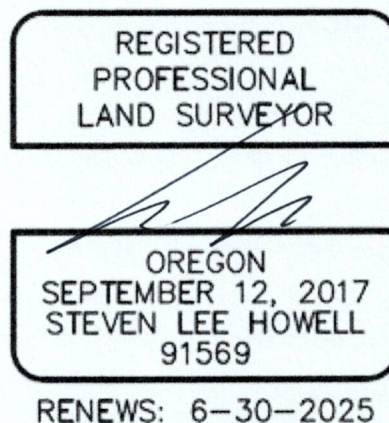
thence, going southerly along said Urban Growth Boundary approximately 23 feet to the south line of said Monmouth Street;

thence, going westerly along the south line of said Monmouth Street approximately 341 feet to the northwest corner of that property conveyed to Winco Foods, LLC, by Instrument Number 2004-004902, Polk County Deed Records, being coincident with the Urban Growth Boundary;

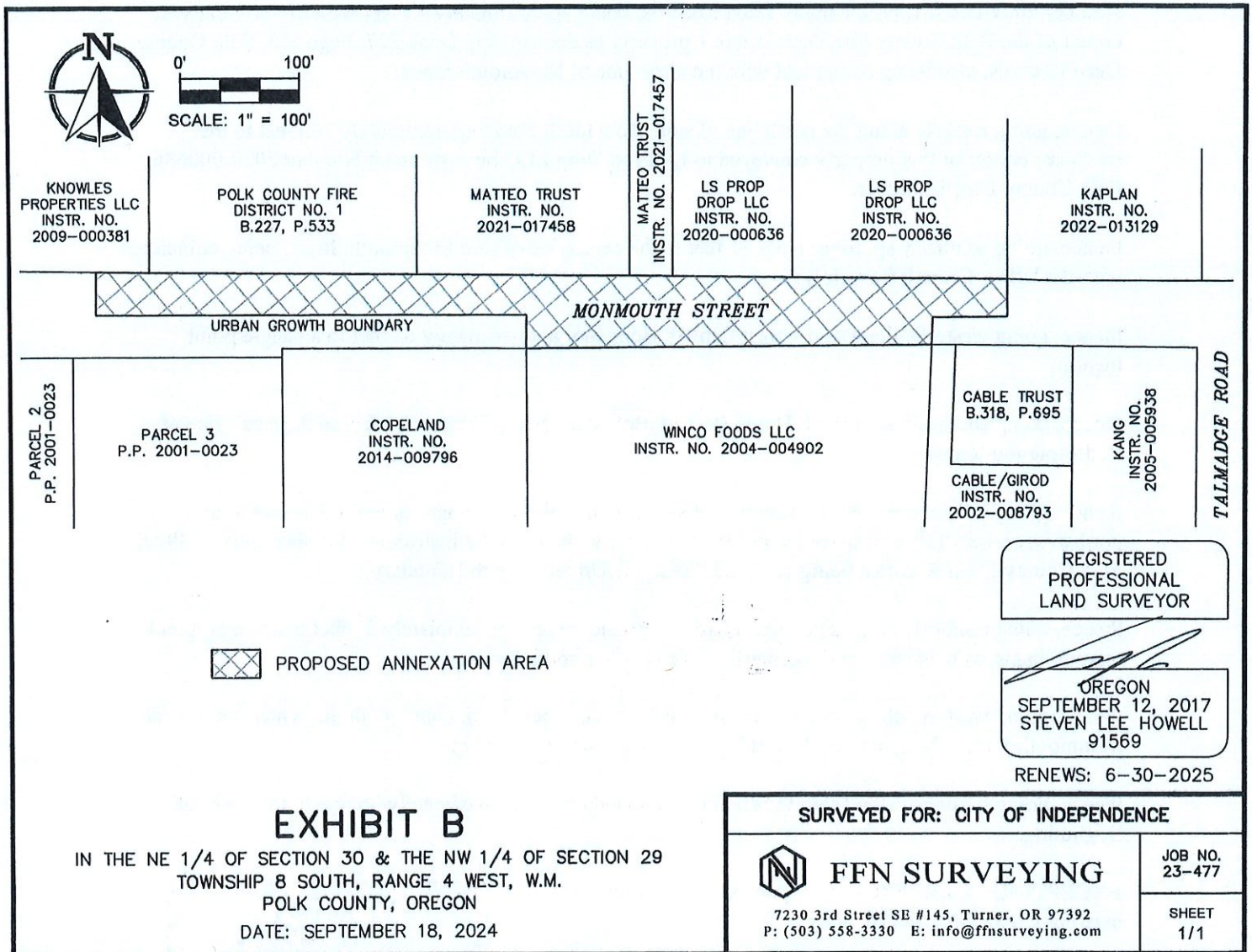
thence, going northerly along said Urban Growth Boundary for approximately 28 feet to an angle point therein, being coincident with the centerline of said Monmouth Street;

thence, going westerly along said Urban Growth Boundary, being coincident with the centerline of said Monmouth Street, for approximately 363 feet to an angle point therein;

thence, going northerly along said Urban Growth boundary for approximately 36 feet to the Point of Beginning.









**EXHIBIT A**

A unit of land situated in the southwest one-quarter of Section 16, Township 8 South, Range 4 West, of the Willamette Meridian, Polk County, Oregon, being that portion of Stryker Road lying within the Southern Pacific Railroad right of way and more particularly described as follows:

Beginning at the intersection of the centerline line of said Stryker Road with the westerly line of said railroad right of way, being coincident with the Urban Growth Boundary;

thence, going easterly along the centerline line of said Stryker Road approximately 32 feet to an angle point therein, being coincident with the centerline line of said railroad right of way;

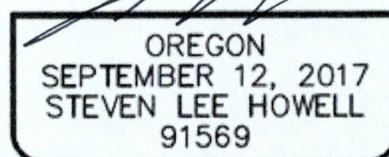
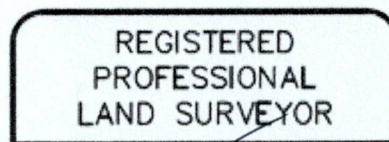
thence, going northerly along the centerline line of said railroad right of way, being coincident with the Urban Growth Boundary, approximately 26 feet to an angle point therein, being coincident with to the north line of said Stryker Road;

thence, going easterly along the north line of said Stryker Road, being coincident with the Urban Growth Boundary, approximately 31 feet to the easterly line of said railroad right of way, being coincident with the southwest corner of that property conveyed to Carlson by Instrument Number 2020-014189, Polk County Deed Records;

thence, going southerly along the easterly line of said railroad right of way, approximately 54 feet to the south line of said Stryker Road, being coincident with the northwest corner of Lot 9 of Stryker Estates recorded in Volume 13, Page 41, Polk County Plat Records;

thence, going westerly along the south line of said Stryker Road approximately 63 feet to the westerly line of said railroad right of way, being coincident with the northeast corner that property conveyed to PEGG Industries LLC, by Instrument Number 2022-005342, Polk County Deed Records;

thence, going northerly along the westerly line of said railroad right of way approximately 26 feet to the Point of Beginning.



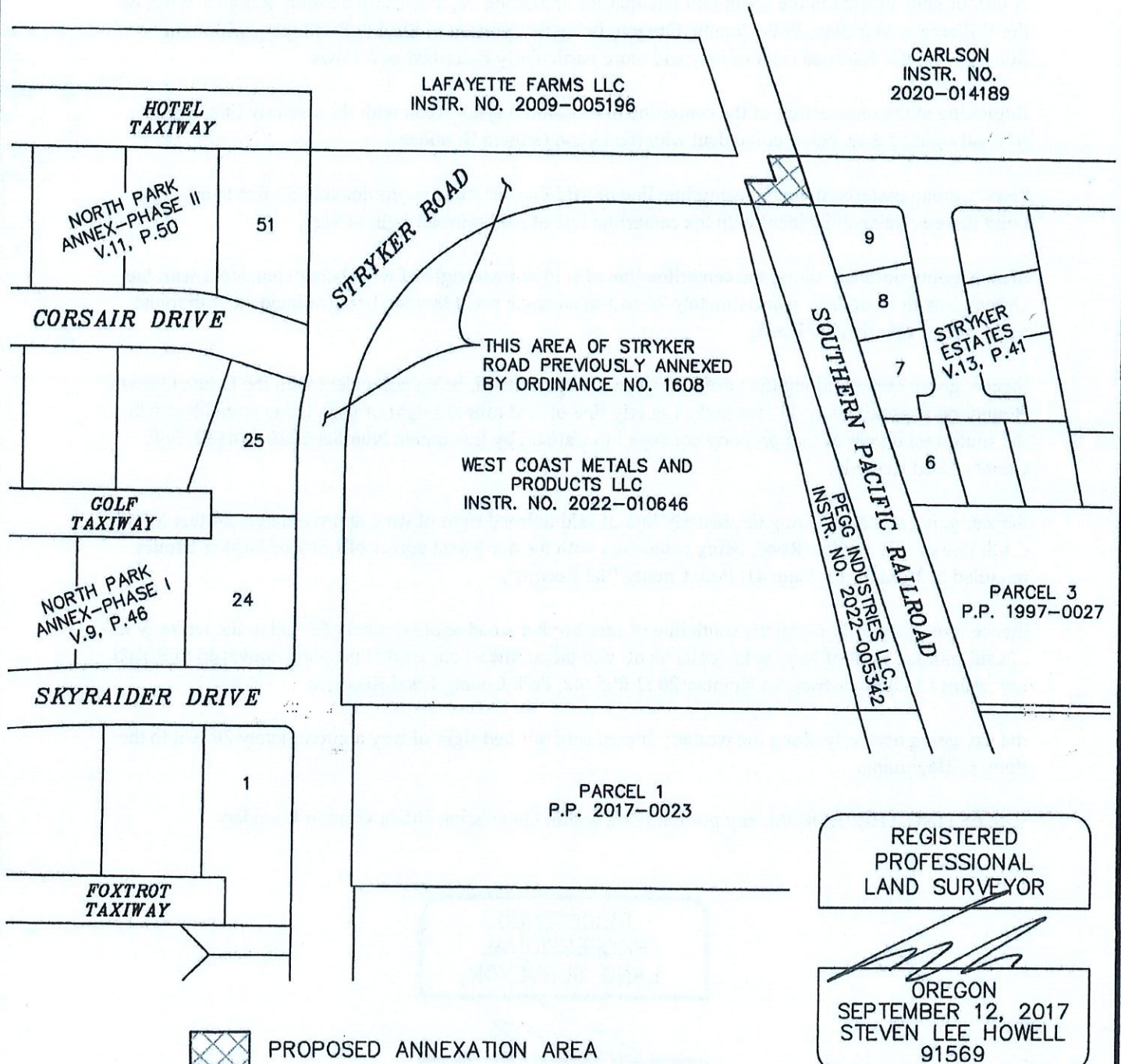
RENEWS: 6-30-2025





0' 150'

SCALE: 1" = 150'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 12, 2017  
STEVEN LEE HOWELL  
91569

RENEWS: 6-30-2025

## EXHIBIT B

IN THE SW 1/4 OF SECTION 16,  
TOWNSHIP 8 SOUTH, RANGE 4 WEST, W.M.  
POLK COUNTY, OREGON

DATE: SEPTEMBER 18, 2024

SURVEYED FOR: CITY OF INDEPENDENCE



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392  
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.  
23-477

SHEET  
1/1



**Fred Evander**

---

**From:** Nayalit Torreblanca  
**Sent:** Monday, October 14, 2024 9:09 AM  
**To:** Fred Evander  
**Subject:** RE: New submission from Contact Us

Good morning, Fred,

We received this comment.

Thank you,

**Nayalit Torreblanca**  
Accountant I/Utility Billing Clerk

Office 503.838.1212 | Fax 503.606.3282  
[www.ci.independence.or.us](http://www.ci.independence.or.us)



DISCLOSURE NOTICE: This email is official business of the City of Independence, and it is subject to Oregon Public Records Law.

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**From:** [ntorreblanca@ci.independence.or.us](mailto:ntorreblanca@ci.independence.or.us) <[ntorreblanca@ci.independence.or.us](mailto:ntorreblanca@ci.independence.or.us)>  
**Sent:** Sunday, October 13, 2024 2:23 PM  
**To:** Nayalit Torreblanca <[ntorreblanca@ci.independence.or.us](mailto:ntorreblanca@ci.independence.or.us)>  
**Subject:** New submission from Contact Us

**Name**

Brian Smith

**Email**

[@msn.com](#)

**Message**

Concerning your attempts to annex rights-of-way along Talmadge Rd. and Olympic Dr, I want to press my rights to say NO. Your city is broke, and as a citizen of Monmouth, I do not wish to become part of anything to do with Independence. I will not pay for any developments, infrastructure, or otherwise and do not wish any development across from me in what is and should remain county land for farming use. Furthermore, your plan suggests Olympic Dr E as the through street when Madrona St is clearly the proper choice as it is designed for the additional traffic flow and ties directly to 99W. Please print this and submit it to the City Council so I might submit my protest of the proposed annexation on Talmadge Rd. and my resounding protest against a subdivision, especially one with multi-dwelling units across the street from my home on Olympic Dr. We, the citizens, DO NOT WANT FURTHER GROWTH in our small town. Our infrastructure is already overused and traffic has become unreasonable. Your city doesn't have the funds to pay for the new infrastructure, let alone to pay for proper maintenance on your current infrastructure, and as a citizen of Monmouth I WILL NOT HELP PAY FOR ANY INFRASTRUCTURE FOR INDEPENDENCE. Furthermore, the increased crime will only get worse with more people moving here which we have already seen with the shootouts and high speed chases around town these past couple of years. The simple fact is, the city doesn't have the funds, and does not need further growth when they cannot manage things properly for the current citizenship. You work for current citizens, not for developers or possible future citizens.

Brian D Smith  
1997 Olympic Dr E  
Monmouth, OR 97361

## **MEMORANDUM**

**TO:** Board of Commissioners

**FROM:** Aaron Felton

**DATE:** April 30<sup>th</sup>, 2025

**SUBJECT:** 2025-2026 Liberty House Agreement with CAMI/MDT

**Wednesday Consent**  
**April 30<sup>th</sup>, 2025**

### **RECOMMENDATION:**

Approve and sign the contract for services.

### **ISSUE:**

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

### **BACKGROUND:**

Liberty House contracts with Polk County CAMI/MDT to provide child abuse assessments for law enforcement agencies in Polk County. This contract is effective July 1<sup>st</sup>, 2025 to June 30<sup>th</sup> 2026 and includes funds for contract services to Liberty House in the amount of \$150,000.00, with quarterly payments of \$18,750.

### **DISCUSSION/ALTERNATIVES:**

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

### **SUMMARY:**

N/A

### **FISCAL IMPACT:**

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



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

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

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

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

Therefore, it is hereby agreed as follows:

**1. Access to Medical Assessment Services**

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

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

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

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

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

**2. Reporting**

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

**3. Consideration:**

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

**Liberty House**

**2025 - 2026**

October 15 – \$18,750

January 15 – \$18,750

April 15 – \$18,750

July 15 – \$18,750

**4. Modification**

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

**5. Termination**

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

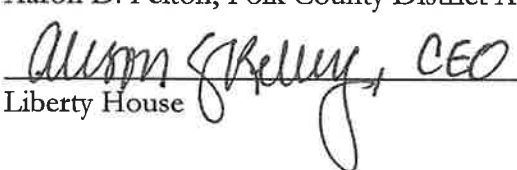
**6. Term and Renewal**

This agreement shall be effective for one (1) year commencing on July 1, 2025 and ending June 30, 2026. This AGREEMENT may be renewed in whole or part by mutual consent in writing of all parties.

**7. Defense, indemnity, and insurance:**

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

  
\_\_\_\_\_  
Aaron D. Felton, Polk County District Attorney

  
\_\_\_\_\_  
Liberty House

\_\_\_\_\_  
POLK COUNTY BOARD OF COMMISSIONERS

4/18/25  
\_\_\_\_\_  
Dated

4/10/25  
\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

Approved as to form:

---

Morgan Smith, Polk County Counsel

---

Dated



## EXHIBIT A

### SUBCONTRACTOR INSURANCE REQUIREMENTS

**A. REQUIRED INSURANCE.** Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

**B. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**C. "TAIL" COVERAGE.** If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

**D. CERTIFICATE(S) OF INSURANCE.** Subcontractor shall make available to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**

To: Polk County Board of Commissioners,

Enclosed is an amendment to the Cooperative agreement #23506 between Polk County & DOJ/Division of Child Support. That was effective July 17, 2023. The amendment has been agreed to and signed by DA Felton, and now requires the signatures of the Board of Commissioners to finalize.

The document has the changes indicated either by **underline & bold** for new language and ~~strikethrough~~ for deleted language. Should you need anything further please reach out.

Please return to Nathan Druery in Support Enforcement upon signature.

Thank You,

Nathan Druery  
Child Support Supervisor  
Polk County District Attorney's Office  
Phone: 503-623-9268 x 1197  
Email: [Druery.Nathan@co.polk.or.us](mailto:Druery.Nathan@co.polk.or.us)



### **Amendment No. 1 to Cooperative Agreement No. 23506**

This is Amendment No. 1 (Amendment) to Cooperative Agreement 23506 ("Agreement"), effective July 17, 2023, as amended from time to time, between the State of Oregon, acting by and through its Department of Justice ("Department"), and Polk County ("Subrecipient"). When fully executed and approved in accordance with applicable law, this Amendment is effective as October 1, 2024 (Amendment Effective Date).

#### **AMENDMENT**

New language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~.

1. The Agreement is amended as follows:

#### **1.1. Section 4 of the Agreement is amended to read**

##### **4. Use of Grant Moneys.**

**a. Base Grant.** The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from non-federal funds including those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs are those defined in 45 CFR Part 75, Subpart F (audit requirements) **(through 9-30-2024), and 2 CFR §200 (effective 10-1-2024)** except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

**i. Personal Services:** Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 45 CFR Part 75, Subpart F (audit requirements) **(through 9-30-2024) and 2 CFR §200 (effective 10-1-2024)** for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

**ii. Materials and Contracted Services:** The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

**iii. Administrative Costs:** Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan approved by the State Program or the Federal Government, the federal de minimis indirect cost rate as defined in 45 CFR 75.414 (f) **(through 9-30-2024) and 2 CFR §200.414(f) (effective 10-1-2024)** is used. The de minimis for this purpose is defined as 10% **15%** of modified total direct costs ("MTDC"). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 **\$50,000** of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, and the portion of each subaward and subcontract in excess of \$25,000**\$50,000**.

As described in §75.403 §200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time with the Federal Government. Rates with the State Program are negotiated annually with the submission of the Subrecipient's budget.

iv. **Capital Outlay:** The cost of equipment or furniture with a unit cost in excess of ~~\$5,000~~**\$10,000**, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. **Incentive Funding.** The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with ~~45-CFR Part 75~~ **2 CFR §200**, Subpart F (audit requirements).

## **1.2. Section 5 of the Agreement is amended to read:**

### **5. Records Maintenance, Audit, Access, and Confidentiality.**

a. **Maintenance of Records.** Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

**b. Audits Generally.** The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose ~~CFDA Number~~ **Assistance Listing Number (ALN)** is 93.563, and are subject to 45 CFR Part 75, Subpart F **(through 9-30-2024), and 2 CFR §200 (effective 10-1-2024)**. Subrecipient shall comply with 45 CFR Part 75, Subpart **F (through 9-30-2024), and 2 CFR §200 (effective 10-1-2024)**, as applicable. If Subrecipient must have an audit performed in accordance with 45 CFR Part 75, Subpart F **(through 9-30-2024), and 2 CFR §200 (effective 10-1-2024)**, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a.) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

**c. Compliance Audits.** Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement **Services**, or their authorized representatives.

**d. Accounting.** Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement **Services**, and their authorized representatives, to verify how the Grant moneys were used.

**e. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

**f. Access to Records and Facilities.** The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement **Services**, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 45 CFR Part 75, Subpart F **(through 9-30-2024), and 2 CFR §200 (effective 10-1-2024)**. In addition, the Department, the Secretary of State's Office of the State of Oregon, the



United States Department of Health and Human Services, the federal Office of Child Support Enforcement **Services** and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement **Services** to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities, conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement **Services**, the Internal Revenue Service, or their authorized representatives. Site reviews are scheduled on an 18-month rotation. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities and may require a more frequent site review schedule.

**g. Non-Disclosure and Confidentiality Obligations.** Subrecipient and DA must comply with all non-disclosure and confidentiality obligations. Subrecipient and DA must comply with all applicable laws, including without limitation ORS 646A.600 through 646A.628, the Oregon Consumer Identity Theft Protection Act. The use and disclosure of case information and other confidential information is strictly limited to performance of the Services required under this Agreement.

Subrecipient and DA agree to comply with all reasonable requests to ensure the confidentiality and non-disclosure of the confidential information, including without restriction:

- i. Obtaining confidentiality and non-disclosure agreements for every current and new employee, in a form approved by Department from each employee and agent who performs Services under this Agreement.
- ii. Performing criminal background investigation inclusive of fingerprinting, on each employee and agent who perform services under this agreement.

**h. Confidentiality.** In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

**1.3. Section 6.d.iii. of the Agreement is amended to read:**

- iii. **Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information.** In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSSE Security Agreement regarding information systems that transmit, store, and process National Directory of New Hires, Federal Parent Locator Service, and child support confidential information. Child support confidential information includes, but is not limited to, an individual's Social Security number, residential

and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

**1.4. Section 6.d.v. of the Agreement is amended to read:**

**v. Incident Response.** Upon learning of any information security incident, the Subrecipient or DA shall immediately notify Department at the contact listed below:

(a) Child Support Program Security Incident Response Team during business hours at ChildSupportIncidentResponse@doj.state.or.us ChildSupportIncidentResponse@doj.oregon.gov, or outside of business hours at 503-947-2667.

**1.5. Section 7.a. of the Agreement is amended to read:**

**a.** Act as the liaison to federal Office of Child Support Enforcement Services (“OCSE” “**OCSS**”) with respect to the Oregon Child Support Program activities in Oregon.

**1.6. Section 7.d. of the Agreement is amended to read:**

**d.** Prepare and submit to OCSE **OCSS** the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.

**1.7. Section 13.a. of the Agreement is amended to read:**

**13. General.**

**a. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system, or receipt of a reply email from the recipient. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:  
Kate Cooper Richardson  
Director, Oregon Child Support Program & Division of Child Support  
Oregon Department of Justice  
1162 Court Street NE  
Salem, OR 97301  
[Kate.Richardson@doj.state.or.us](mailto:Kate.Richardson@doj.state.or.us)  
[Kate.Cooper.Richardson@doj.oregon.gov](mailto:Kate.Cooper.Richardson@doj.oregon.gov)

Notices to Subrecipient:

Morgan Smith  
Polk County Counsel  
850 Main St.  
Dallas, OR 97338

Notices to DA:

Aaron Felton  
Polk County District Attorney  
850 Main St.  
Dallas, OR 97338  
[felton.aaron@co.polk.or.us](mailto:felton.aaron@co.polk.or.us)

**1.8. Section 13.o. of the Agreement is amended to read:**

**o. Contractor or Subrecipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, Policy 30.40.00.102, the DOJ's determination is that:

☒ Recipient is a subrecipient; OR ☐ Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) Assistance Listing Number (ALN) of federal funds to be paid through this Agreement: Program No 93.563

**1.9. Exhibit B, Section 7 of the Agreement is amended to read:**

**7. Audits.** Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 45 CFR Part 75, Subpart F (through 9-30-2024), and 2 CFR §200 (effective 10-1-2024).

**1.10. Exhibit B.2 of the Agreement is replaced in full with Attachment A of the Amendment.**

**1.11. Exhibit C of the Agreement is replaced in full with Attachment B of the Amendment.**

2. Subrecipient and DA represents and certifies that Subrecipient and DA has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.



3. Subrecipient and DA certifies, in accordance with ORS 279A.112, that Subrecipient and DA has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Agreement, Subrecipient and DA shall maintain, throughout the duration of this Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Subrecipient and DA's policy and practice.
4. Subrecipient and DA shall comply with all federal laws applicable to the Subrecipient and DA and to the Goods or Services to be provided under the Agreement, including those related to potential conflicts of interest. Other than the compensation due under the Agreement, Subrecipient and DA has no financial or other interest in the outcome of the project.
5. Except as expressly amended above, all other terms and conditions of the Agreement, including as previously amended, are still in full force and effect. Subrecipient and DA certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

**Signatures:**

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Lisa M. Udland

Title: Deputy Attorney General

**DEPARTMENT OF JUSTICE, DIVISION OF CHILD SUPPORT**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Kate Cooper Richardson

Title: Director

**POLK COUNTY**

**BY: POLK COUNTY GOVERNING BODY**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Craig Pope

Title: County Commisioner

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Lyle Mordhorst

Title: County Commissioner

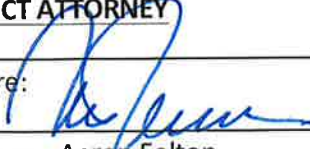
Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Jeremy Gordon

Title: County Commisisoner

**BY: POLK COUNTY DISTRICT ATTORNEY**

Authorized Signature:  \_\_\_\_\_

Date: 4/18/25

Printed Name: Aaron Felton

Title: Polk County District Attorney

**APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS.291.047 and OAR 137-045-0015(3)**

Email Approval Dated March 21, 2025

Joseph Callahan

Title: Assistant Attorney General

**Attachment A**

**Exhibit B.2 ACF Standard Terms and Conditions**







## ADMINISTRATION FOR CHILDREN & FAMILIES

### STANDARD TERMS AND CONDITIONS

Except as noted otherwise, these Terms and Conditions (T&Cs) apply to Federal financial assistance awards, i.e., grant and cooperative agreement programs, administered by the Administration for Children and Families (ACF). Please see the [Award Terms and Conditions](#) page.

#### ***Precedence***

Applicable statutory or regulatory provisions supersede conflicting or inconsistent provisions in this Standard T&C.

#### ***Department of Health and Human Services (HHS) to Adopt 2 CFR Part 200 in Phases***

Per Federal Register (FR), 89 FR 80055, HHS describes the intended phases of formally adopting 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UAR) as modified by Office of Management and Budget (OMB), 89 FR 30136, April 22, 2024). As a result, the content herein will identify both 45 CFR Part 75 and respectively, by effective date, 2 CFR Part 200 and 2 CFR Part 300 HHS-specific regulations.

Effective 10/1/2024 – Increasing Thresholds / Flexibilities for Recipients in 45 CFR Part 75 (to align with similar provisions in 2 CFR 200)

Provisions (Regulations)	Before 10/1/2024 Threshold under 45 CFR Part 75	On and After 10/1/2024 New Threshold
<b>Modified Total Direct Cost Definition</b> (45 CFR §75.2 / 2 CFR §200.1)	\$25,000	\$50,000
<b>Equipment</b> (45 CFR §75.320(e) / 2 CFR §§200.1, 200.313(e))	\$5,000	\$10,000
<b>Unused Supplies</b> (45 CFR §75.321(a) / 2 CFR §§200.1, 200.314(a))	\$5,000	\$10,000
<b>Micro-purchase Threshold<sup>1</sup></b> (45 CFR §75.329(a) / 2 CFR §200.320)	\$10,000	\$50,000
<b>Fixed Amount Awards Subawards</b> (45 CFR §75.353 / 2 CFR §200.333)	\$250,000	\$500,000
<b>Closeout<sup>2</sup></b> (45 CFR §75.381 / 2 CFR §200.344)	90 days	120 days

<sup>1</sup> This provision was adopted on December 12, 2017 under [Public Law 115-91](#) and [OMB Memorandum 18-18](#).

<sup>2</sup> This provision was adopted on September 15, 2023 under [88 FR 63591](#).

Provisions (Regulations)	Before 10/1/2024 Threshold under 45 CFR Part 75	On and After 10/1/2024 New Threshold
<b>De Minimis Indirect Rate<sup>3</sup></b> (45 CFR §75.414(f) / 2 CFR §200.414(f))	10%	15%
<b>Single Audit</b> (45 CFR §75.501 / 2 CFR §200.501)	\$750,000	\$1,000,000

#### Effective 10/1/2025 – 2 CFR 200 and HHS Specific Modifications Implementation

- Adopt 2 CFR Part 200.
- Repeal 45 CFR Part 75 in its entirety and update existing citations in HHS regulations.
- Relocate HHS-specific modifications from 45 CFR Part 75 to 2 CFR Part 300:

Modification	Before 10/1/2025 45 CFR Part 75	On and After 10/1/2025 2 CFR Part 300
<b>Adoption of 2 CFR Part 200</b>	75.106	300.106
<b>Conflict of Interest</b>	75.112	300.112
<b>Special Provisions for awards to For-Profit Organizations as Recipients</b>	75.216	300.218
<b>Special Provisions for awards to Federal agencies</b>	75.217	300.219
<b>Non-discrimination language</b>	75.300	300.300
<b>Federal Payment</b>	75.305(a)	300.305
<b>Revision of budget and program plans (specific to research care cost prior approval)</b>	75.308(c)(1)(ix)	300.308
<b>Intangible Property (patents and inventions)</b>	75.307(c)(2)	300.315
<b>Indirect Cost (Training and Foreign cap and allowing rates for American U, Beirut, and WHO)</b>	75.414(c)(1)	300.414
<b>Independent research and development costs</b>	75.476	300.477
<b>Shared responsibility payments</b>	75.477	300.478
<b>Cost Principles for Research &amp; Development Grant Activities with Hospitals</b>	Appendix IX	Appendix IX

#### ***Federal Financial Assistance Award Acceptance***

State, local, tribal and other laws and regulations may apply and affect expenditures of Federal funds provided that they conform to applicable federal statutes and regulations. The first draw down or request for award funds from HHS Division of Payment Management Services (PMS) constitutes acceptance of the T&Cs under the Federal award.

A Federal assistance award is subject to T&Cs set forth in the award, these standard T&Cs, and those T&Cs cited and incorporated by reference. A recipient is the entity that receives a Federal award directly from ACF, per 45 CFR §75.2 (effective 10/1/2025: 2 CFR §200.1). By acceptance

<sup>3</sup> Note this does not apply to HHS Training or Foreign awards, for which HHS retains the de minimis cap at 8%.

of an award, the recipient agrees to comply with these T&Cs. Unless indicated otherwise, per 45 CFR §75.101(b)(1) (effective 10/1/2025: 2 CFR §200.101(b)(2)), the T&Cs of Federal awards flow down to subrecipients and to contractors (when applicable) as described in 45 CFR §§75.351 – 75.353 (effective 10/1/2024: 2 CFR §200.333; effective 10/1/2025: 2 CFR §200.331 – 200.332).

Recipients must comply with all T&Cs of their awards, including:

- a) The T&Cs in effect at the time of the award, including the requirements of applicable HHS uniform administrative regulations.
  - **Discretionary:** Any T&Cs in effect at the time of the original award, or any non-competing continuation, post-award action or renewal award related thereto are applicable. Discretionary awards are subject to the requirements set forth in the Notice of Funding Opportunity (NOFO); Notice of Award (NoA) including remarks and/or specific award conditions (e.g., restricted drawdown); these Standard T&Cs; and the U.S. Department of Health and Human Services (HHS) Grants Policy Statement.
  - **Non-Discretionary:** Non-discretionary awards are subject to these Standard T&Cs, the individual program-specific supplemental T&Cs, and NoA including remarks and/or specific award conditions.
- b) Requirements of statutes and regulations applicable to the program under which the award is funded, including authorizing statutes, appropriations statutes, generally applicable statutes, and any regulations related thereto.

### ***Enforcement***

Failure to comply with the T&Cs of the award may result in disallowances, restricted drawdown, withholding of future awards, deferral of claims for Federal Financial Participation (FFP), or termination of the award. Some programs may have more specific termination provisions that will be referenced in the NOFO, the program-specific supplemental T&Cs, NOA, and/or in the specific award conditions (as applicable).

## **ALL FEDERAL FINANCIAL ASSISTANCE PROGRAMS**

### **APPLICABLE LEGISLATION, STATUTES, REGULATIONS**

Recipients must follow Federal, State, and local laws applicable to HHS awards. This includes, but is not limited to statutory and regulatory requirements, even if not directly mentioned in these terms and conditions. This award is subject, at the minimum, to the following requirements:

1. The statutory requirements as identified in the NOFO or program-specific supplemental terms and conditions, and any requirements in the authorization and appropriations acts related to the program and award.



2. The HHS specific implementing regulations of 45 CFR Part 75 or 2 CFR Part 200 as codified at 2 CFR Part 300, as they are applicable in effect or implemented during the period of the award. See “Department of Health and Human Services (HHS) to Adopt 2 CFR Part 200 in Phases” in these T&Cs for effective dates and changes.
  - a. **Discretionary:** Unless otherwise stated in the NOFO, all provisions under the UAR apply. Please note discretionary recipients are required to report deviations from budget or program scope or objective, and must request prior written approval from ACF for budget and program plan revisions. See the NoA for any expanded authorities authorized under the award.
  - b. **Non-Discretionary:** Please refer to the program-specific supplemental T&Cs, which may also cite to or contain budget or program prior approval requirements.
3. *Other Code of Federal Regulations:* Unless otherwise provided by law, the following apply:
  - a. **2 CFR Part 25** – Universal Identifier and System for Award Management
  - b. **2 CFR Part 170** – Reporting Subaward and Executive Compensation Information
  - c. **2 CFR Part 175** – Award Term for Trafficking in Persons
  - d. **2 CFR Part 176** – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5
  - e. **2 CFR Part 180** – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)
  - f. **2 CFR Part 182** – Government-wide Requirements for Drug-Free Workplace (Financial Assistance) (including Smoking Prohibitions (20 U.S.C §§7971 – 7974, previously §§7181 – 7184)
  - g. **2 CFR Part 183** – Never Contract with the Enemy
  - h. **2 CFR Part 376** – Non procurement Debarment and Suspension
  - i. **2 CFR Part 382** – Requirements for Drug-Free Workplace (Financial Assistance)
  - j. **31 CFR Part 205** – Rules and Procedures for Efficient Federal-State Funds Transfers – Cash Management Improvement Act (see also **31 U.S.C. §§3335, 6501, and 6503**)
  - k. **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board
  - l. **45 CFR Part 30** – Claims Collection

- m. **45 CFR Part 46** – Protection of Human Subjects
  - n. **45 CFR Part 80** – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
  - o. **45 CFR Part 81** – Practice and Procedure for Hearings Under Part 80 of this Title
  - p. **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
  - q. **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
  - r. **45 CFR Part 87** – Equal Treatment for Faith-Based Organizations
  - s. **45 CFR Part 91** – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from HHS
  - t. **45 CFR Part 93** – New Restrictions on Lobbying
  - u. **45 CFR Part 95** – General Administration – Grant Programs
  - v. **45 CFR Part 100** – Intergovernmental Review of Department of Health and Human Services Programs and Activities
4. *Administrative and National Policy Requirements, including HHS Policy Directives* (identified with an asterisks (\*)) and *Annual Appropriation Limitations* (identified with two asterisks (\*\*)): Unless otherwise noted in the program-specific supplemental T&Cs, the NOFO, the administrative and national policy requirements, HHS policy directives, and annual appropriations limitations apply to all programs. Public policy requirements are requirements with a broader national purpose and are imposed by statute. The non-exhaustive list is located under the Administrative and National Policy Requirements page.
5. *Build America, Buy America (BABA) Applicability*: The BABA is not applicable to HHS programs; therefore, the following does not apply to ACF awards:
- a. **2 CFR Part 184** – Buy America Preferences for Infrastructure Projects
  - b. **2 CFR §200.322** – Domestic Preference for Procurements provision

## **COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING**

6. Some Federal financial assistance programs require the recipient to provide a portion of program funding, as specified in Federal law. Please see the NOFO or program-specific supplemental T&Cs for the requirements.
7. *Insular Areas*. For any program that (a) requires a non-Federal share of program funding and (b) is available to several identified recipients, under the provisions of 48 U.S.C. §1469a(d), as amended, the Insular Areas, defined as American Samoa, Guam, the Northern Mariana Islands and the U.S. Virgin Islands, these recipients are not required to provide up to \$200,000 of the non-Federal share of program funding. If, in any fiscal year, the non-Federal share exceeds \$200,000, the statutory Federal/non-Federal funding rates for that program will apply to all expenditures that exceed that threshold.

## PROGRAM INCOME

8. *Default Method*. Please refer to the NOFO, program-specific supplemental T&Cs, and NoA to verify if program income is permitted, and if so, how it is to be used. When the regulations or the T&Cs are silent, the default is the deduction method as described under 45 CFR §75.307(e) (effective 10/1/2025: 2 CFR §200.307(e)(1)). (“Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the HHS awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project.”)
9. *Property*. Proceeds from the sale of real property, equipment, or supplies, are not program income; such proceeds will be handled in accordance with the relevant property standards at 45 CFR §§75.318 – 75.322 (effective 10/1/2025: 2 CFR §§200.311 – 200.315), or as specifically identified in Federal statutes, regulations, or T&Cs of the Federal award. For more information about real property and tangible personal property, please see the subheading contained in this Standard T&C.
10. *Applicable Credit*. Unless provided in statutes, regulations, or T&Cs of the award, program income does not include rebates, credits, discounts, and interest earned on any of them. When those sources are silent, to the extent that such credits accruing to or received by the recipient relate to allowable costs, they must be credited to the award either as a cost reduction or cash refund as described under 45 CFR §75.406 (effective 10/1/2025: 2 CFR §200.406).

## MONITORING AND REPORTING

Except in unusual circumstances, ACF recipients are required to use OMB-approved data collection forms and file these forms in intervals identified by the Federal award. (45 CFR §75.341-75.343; effective 10/1/2025: 2 CFR §§200.328 – 200.330) For more information, see the NOFO, program-specific supplemental T&Cs, NoA, or specific award conditions.



### 11. Electronic Submissions.

Reports must be submitted electronically. **Paper copies will not be accepted.** ACF recipients must submit reports through designated online reporting systems, as identified in the NOFO, program-specific supplemental T&Cs, NoA, and/or the specific award conditions. Each system is secured and requires individuals to use a PIN, username, and password.

- a. GrantSolutions On-Line Data Collection (OLDC) system is the online reporting mechanism and is located at <https://grantsolutions.gov>. The GrantSolutions Help Desk is open on Monday through Friday from 7:00 am to 8:00 pm ET (except for Federal Holidays). You may reach the Help Desk at 1-866-577-0771, 202-401-5282, or [help@grantsolutions.gov](mailto:help@grantsolutions.gov).
- b. HHS Payment Management System (PMS) is the online payment management mechanism and is located at <https://pms.psc.gov>. The PMS Help Desk is open Monday through Friday from 7:00 am to 9:00 pm ET (except Federal Holidays). You may reach the Help Desk at 1-877-614-5533 or [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov).

## FINANCIAL REPORTING

12. Federal funds must be expended for the purposes which they were awarded and within the time period allotted. (45 CFR §75.302; effective 10/1/2025: 2 CFR §200.302)

### 13. Obligation Period.

- a. **Discretionary:** Recipients may charge to the award “only allowable costs incurred during the period of performance.” (45 CFR §75.309; effective 10/1/2025: 2 CFR §200.309) See the NoA for the approved start and end dates of the period of performance and, if applicable, the budget period for the award. Costs incurred within a specific budget period may only be charged to the award within the dates specified for that budget period. Recipients may not charge costs incurred in a previous budget period to the next or any subsequent budget period.
- b. **Non-Discretionary:** The program-specific supplemental T&Cs will set forth the deadline for obligation.

### 14. Liquidation Period.

Unless superseded by program specific statute or regulations, the deadline for liquidating all financial obligations incurred under the Federal award is not later than 120 calendar days after the end of the period of performance (or as specified in a program regulation). (effective 9/15/2023: 2 CFR §200.344) See NoA.

## PROGRAM REPORTING

15. **Discretionary:** Please see the NOFO, NoA, as well as [Reporting Requirements](#).

16. **Non-Discretionary:** Please see the program-specific supplemental T&Cs for the program reporting requirements.

## **PROPERTY REPORTING**

Real property (requires specific authority and prior approval, see limitation under item 16 within this T&C), tangible personal property, and intangible property, that is acquired or improved with a Federal award must be held in trust by the recipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. ACF requires the recipient to record liens or other appropriate notice of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. Unless program regulations, program-specific supplemental T&Cs, or other program guidance say otherwise, recipients are required to follow the property standards outlined under 45 CFR §§75.316 – 75.323 (effective 10/1/2025: 2 CFR §§200.310 – 200.316). States must follow their own property standards. The following are the real property and tangible personal property guidance and reporting requirements. For additional information, please see the [ACF Property Guidance](#) pages.

## ***REAL PROPERTY REPORTING***

17. *Real Property Reports (SF-429s), OMB Control No. 4040-0016.* ACF programs must have specific statutory authority to allow recipients to provide support for acquisition, construction, and/or major renovation of real property. **Absent statutory authority and approval, costs are considered unallowable under the Federal award.** Only a few ACF programs have authority, please see the [Applicable ACF Programs with Real Property Authority](#) list. When Federal funds are allowed and used for these purposes, a Federal interest is established. A Notice of Federal Interest (NFI) must be recorded in the jurisdiction where the real property is located. Federal interest does not expire unless program statute says otherwise. So long as a Federal interest remains, property requirements and reporting apply. Recipients (and on behalf of subrecipients) are responsible for submitting the request and report forms. **Only forms submitted in GrantSolutions OLDC are considered official real property submissions.**

The collection of SF-429 forms must be used for awards that establish a Federal interest on real property. Overview of forms are as follows:

- c. **SF-429.** The Cover Page must be submitted along with the other SF-429 Attachments (A, B, and C). GrantSolutions OLDC automatically adds the cover page to the Attachment.
- d. **SF-429 Attachment A.** The *General Report* form is due annually and follows the same reporting cycle as the annual Federal Financial Report or program specific Expenditure Report.

- e. **SF-429 Attachment B.** The *Acquire or Improve Request* form may be submitted at any time to request prior approval to use federal funds to acquire or improve property. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval request to purchase, construct, and/or major renovation project for real property.
- f. **SF-429 Attachment C.** The *Disposition or Encumbrance Request* form may be submitted at any time to request disposition instructions. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval disposition or encumbrance requests. When the property is no longer needed, the recipient (when applicable, on behalf of subrecipients) must submit in GrantSolutions OLDC a request for disposition instructions. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on a real property. ACF will review and make a decision on one of the three standard OMB disposition options described under 45 CFR §75.318(c) to eliminate the Federal interest. The recipient (when applicable, on behalf of subrecipient) is required to compensate ACF for its share by remitting payment when real property is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see Remit Payment guidance.

Please note that for the SF-429 Attachment B and C, the appraised value is the current fair market value based on the appraisal (**no more than three years old**) conducted by an independent certified appraiser.

For more information, please see program-specific supplemental T&Cs, the ACF Real Property Guidance, and the Applicable ACF Programs with Real Property Authority list.

### ***TANGIBLE PERSONAL PROPERTY REPORTING***

- 18. *Tangible Property Report (SF-428s), OMB Control No. 4040-0018.* The SF-428 is a standard form used to collect information related to tangible personal property purchased under a Federal award. Unless otherwise directed in the program-specific supplemental T&Cs, Federal assistance programs are required to use the SF-428s. Recipients (and on behalf of subrecipients) are required to submit the forms. States must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Overview of the forms are as follows:
  - g. **SF-428.** The Cover Page must be submitted along with the other SF-428 Attachments (B, C, and S).
  - h. **SF-428 Attachment A.** The Federally Owned Property Annual Report is **not applicable to ACF programs**.
  - i. **SF-428 Attachment B.** The Final/Award Closeout form on Acquired Equipment purchased with Federal Funds is due at the end of a Federal Assistance Award.



This form may not apply to some non-discretionary programs. Please see program-specific supplemental T&Cs for applicability and exceptions.

- j. **SF-428 Attachment C.** The Disposition Request form on Acquired Equipment is due at any time other than award closeout. The submission of this form, with the SF-428 cover page and supporting documentation, to OGM is the official starting point for any prior approval disposition request. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on the property. Recipients (and on behalf of subrecipients) are required to compensate ACF for its share by remitting payment when equipment is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see Remit Payment guidance.
- k. **SF-428 Attachment S.** The Supplemental Sheet may be submitted with the SF-428 Attachment B or C to provide additional information.

For more information, please see the ACF Tangible Personal Property Guidance.

## AWARD PAYMENTS

- 19. ***Payment.*** All Federal financial assistance program payments will be made available through the HHS PMS. Questions pertaining to payments should be directed to: HHS Division of Payment Management, P.O. Box 6021, Rockville, MD, 20852, or PMS Help Desk at 877-614-5533, or PMSSupport@psc.gov. Other questions should be directed to the ACF contact listed on the NOA or program-specific supplemental T&Cs.
- 20. ***Returning Funds/Interest.*** Unless otherwise directed in the financial or program specific expenditure report, the HHS Program Support Center (PSC) serves as a centralized point for returning award interest and funds according to established federal law, policies, procedures, and regulations. PMS prefers that repayment be completed as an electronic transfer or by check. Please refer to the *Returning Funds/Interest* instructions under the *Recipients* drop-down on the PMS website.

## SUBRECIPIENTS AND SUBCONTRACT MONITORING AND MANAGEMENT

- 21. All Federal assistance programs must comply with the Subrecipient Monitoring and Management requirements described in subpart D, 45 CFR §§75.351 – 75.353 (effective 10/1/2025; 2 CFR §§200.331 – 200.333). Discretionary awards are also subject to the *ACF Term and Condition on Subawards* located on the *Administrative and National Policy Requirements* page, see item 4 herein.
- 22. ***Debarred or Suspended.*** No entity may participate in these programs in any capacity or be a recipient or subrecipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal financial assistance programs or activities. Please see Executive

Orders 12549 and 12689, as well as 2 CFR Parts 180 and 376 for debarment and suspension provisions. Recipients must include a similar T&C for all subawards and contracts awarded under these programs. Prior to issuing subawards and contracts under the Federal award, the recipient (pass-through) must review information available through the System for Award Management (SAM), <https://www.sam.gov>, to determine whether an entity is ineligible.

23. **Determinations.** Recipients are required to make case-by-case subrecipient and contractor determinations on whether the substance of an agreement creates a Federal assistance relationship (subaward) or a procurement relationship (contract) in accordance with 45 CFR §75.351 (effective 10/1/2025: 2 CFR §200.331). The presence of one or more characteristics may not be present in all cases; as such, the recipient must use judgment as the substance of the relationship is more important than the form of the agreement. ACF may also supply and require recipients to comply with additional guidance to support these determinations.

**Please note for subrecipients:** There is a long standing ACF OGM policy that any State, local, Tribal, or Territorial governments providing a service for a pass-through entity must be considered a subrecipient.

24. **Fixed amount subawards.** A fixed amount award cannot be used in programs which require mandatory cost sharing or matching in accordance with 45 CFR §75.201(b)(2) (effective 10/1/2025: 2 CFR §200.201(b)(2)). Many Federal assistance programs require the recipient to provide a portion of program funding, as specified in Federal law. Please see the NOFO or program-specific supplemental T&Cs for the cost sharing or matching (non-Federal share) requirement.
25. **Indirect Cost.** In accordance with 45 CFR §75.352(a)(4) (effective 10/1/2025: 2 CFR §200.332(a)(4)), pass-throughs must recognize the approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or if no such rate exists, either a rate negotiated between the recipients and subrecipient or provide a percent de minimis indirect cost rate (10% under 45 CFR §75.414(f) prior to 10/1/2024; effective date 10/1/2024: 15% under 45 CFR 75.320(f); effective date 10/1/2025: 15% under 2 CFR §200.414) Please direct indirect cost questions to the HHS PSC Division of Cost Allocation Services (CAS), see CAS [Contact Us](#).

26. **Monitoring:**

- a. **Contract.** Recipients are responsible for ensuring that contracts contain the applicable provisions described in Appendix II of 45 CFR Part 75 (effective 10/1/2025: 2 CFR Part 200). The recipient is responsible for oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order. Records must be maintained by the recipient and be sufficiently detailed for compliance.
- b. **Subrecipient.** Recipients are required to advise subrecipients of requirements

imposed on them by Federal laws, regulations, and the provisions of award as well as any supplemental requirements imposed by the recipient. These include administrative and audit requirements (where applicable) under 45 CFR Part 75 (effective 10/1/2025: 2 CFR Part 200). The recipient must conduct a risk assessment of subrecipient(s) in accordance with 45 CFR §75.352(b) (effective 10/1/2025: 2 CFR §200.332(b)). Additionally, all subrecipient(s) must obtain a Unique Entity Identifier number assigned by the SAM, if they do not already have one. Recipients are required to check the SAM to verify that the subrecipient(s) is/are not debarred, suspended, or ineligible. Recipients are responsible for monitoring the activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the T&Cs of the subaward, and that subaward performance goals are achieved. “Monitoring by the non-Federal entity must cover each program, function and activity.” See 45 CFR §§75.342 and 75.352 (effective 10/1/2015: 2 CFR §§200.329(a) and 200.332). Records must be maintained by the recipient and be sufficiently detailed for compliance. For more information, see item 4.k. *Salary Limitation – Federal Executive Level II* within this Standard T&C.

Should a subrecipient perform unsatisfactorily, the recipient is responsible for remedying subrecipient issues. Recipients of an award will be legally accountable to ACF for performance of the project or program. Recipients will be held solely responsible in the event of non-compliance by a subrecipient. The recipient will be held accountable for cost disallowances regarding subawarded funds. If requirements of the program cannot be met due to subrecipient issues, ACF may take one or more of the actions listed under 45 CFR § 75.371– 75.375 (effective 10/1/2015: 2 CFR §§200.339 – 200.343).

## NON-COMPETING CONTINUATIONS

27. Most ACF discretionary awards are funded in increments. These increments are referred to as “non-competing continuations.” If the award has multiple budget periods, recipients will be expected to submit non-competing continuation applications for each budget period. If not referenced in the NOA, the ACF Program Office or Grants Office will provide additional information on what documentation to submit and deadlines for non-competing continuation applications. Deadlines are typically in advance of the start date of the next budget period to allow ACF sufficient time to process the applications.

## AUDITS

28. Recipients must arrange for the conduct of audits as required by 45 CFR Part 75, Subpart F – Audit Requirements (effective 10/1/2025: 2 CFR Part 200 Subpart F). For more information, also see [ACF Oversight and Monitoring: Audit Reports](#) page.
29. Recipients and pass-through entities, per 45 CFR §§75.352(f) and 75.501(effective 10/1/2025: 2 CFR §200.501), must verify that subrecipients also comply with the audit requirements.



- I. **For-profit subrecipients.** Unless stated otherwise in regulation, guidance, the NOFO, or program-specific supplemental T&Cs, the Subpart F does not apply to for-profit subrecipients. (45 CFR §75.501(h) – (k); effective 10/1/2025: 2 CFR §200.501(h)) However, at a minimum, the recipient and pass-through entity are responsible for establishing requirements to ensure compliance by for-profit subrecipients. The agreement must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility.

## EFFECTIVE PERIOD

The Standard T&C and each of the program-specific supplemental T&Cs are effective on the date shown in the footer at the bottom of the respective pages. Each T&C supersedes all previous similar T&Cs and will remain in effect until updated. All T&Cs will be updated and reissued as needed.

## POINTS OF CONTACT

Points of contact for additional information or questions concerning either the operation of the program or related financial or Federal assistance award matters may be found on the NoA. The Program Office contact handles the programmatic specific needs such as program intent, goals and objectives; whereas, the OGM contact typically handles any business, financial, and administrative activities such as budget revisions, prior approval requests, and closeouts.

## IMPORTANT ADDRESSES

Administration for Children and Families  
Office of Grants Management  
330 C Street, SW. Mailstop 3127  
Washington, DC 20201

## OIG HOTLINE

The OIG of HHS maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the website is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

Online:	<a href="https://oig.hhs.gov/report-fraud">https://oig.hhs.gov/report-fraud</a>
Phone:	800-HHS-TIPS (800-447-8477)
TTY:	800-377-4950
Fax:	800-223-8164

If you are a provider, HHS contractor, HHS recipient or subrecipient and want to self-disclose potential fraud in HHS programs, please visit the [self-disclosure](https://oig.hhs.gov/compliance/self-disclosure-info/index.asp) webpage at: <https://oig.hhs.gov/compliance/self-disclosure-info/index.asp>.

### IMPORTANT WEBSITES

- [Welcome To ACF website.](#)
- [ACF Award Terms and Conditions.](#)
- [HHS Grants website.](#)
- *Congress.gov Congressional Research Service:* [Appropriations.](#)
- *General and Permanent Laws:* [United States Code \(U.S.C.\).](#)
- *Federal Regulations:* [Electronic Code of Federal Regulations \(e-CFR\).](#)
- *Congress.gov:* [U.S. Federal Legislative Information.](#)

**Attachment B**

**Exhibit C**

**Annual Letter**

April ,

County

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 45, Part 75 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

**Grant Name:** Child Support Enforcement Program Grant

**Fiscal Year:** July 1, – June 30, .

**Assistance Listing Number (ALN):** Program No 93.563

**Federal Award Identification:** \_\_\_\_\_ ORCSES

**45 Code of Federal Regulations (CFR):** Parts 300 through 308

**Grant Agency:** United States Department of Health and Human Services

**Period of Performance Start and End Date:** From October 1, to September 30, .

**Award is not Research and Development (R&D)**

**Indirect Cost Rate:** per 2 CFR §200 (effective 10-1-2024) or 45 CFR 75.414 (through 9-30-2024)  
(approved plan or federal de minimus)

**Single Audit Threshold:** \$1,000,000

*Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.*

*Indicate your county name in each section of the form as provided.*

*Return no later than May 31, , to the address above or via electronic copy to [CSPInvoicing@doj.state.or.us](mailto:CSPInvoicing@doj.state.or.us).*

**Section A:** If all the statements are true, sign and date the certification, then skip to Section C.

**Section B:** Complete this section if there were findings with your single audit or it has not yet been completed, then go to Section C.

**Section C:** All subrecipients must complete this section. The information is used in connection with the Oregon Child Support Program subrecipient review and monitoring process.

**Section D:** All subrecipients must complete this section pursuant to the Fiscal Federal Funding Accountability and Transparency Act.

**If you have questions about this form or required documents, please contact:**

Cindy Milner | 503-947-4307 | [ChildSupportInvoicing@doj.oregon.gov](mailto:ChildSupportInvoicing@doj.oregon.gov)

## County \_\_\_\_\_

I hereby certify that for fiscal year ending June 30, all of the following three statements are true:

- ☐ Financial statements received an unqualified opinion from our independent certified public accountants; and
- ☐ The administration of our federal projects has been audited in accordance with 45 CFR §75 (through 9-30-2024) or 2 CFR §200 (effective 10-1-2024), and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and
- ☐ There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



SECTION B

County

**Subrecipient Audit Findings or Audit Not Completed**

Please check the correct line and attach all appropriate documents, as of June 30 :

- ☐ We have completed our CFR Title 45 Part 75 or Title 2 Part 200 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.
- ☐ There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.
- ☐ We have not completed our CFR Title 45 Part 75 or Title 2 Part 200 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here):
- ☐ Our County did not expend \$750,000 [\$1,000,000 effective 10/1/2024] or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 45 Part 75, single audit.

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**Subrecipient Financial Questionnaire**

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring grant fund subrecipients. Virtual monitoring and the annual questionnaire will be used by the program this year. If your office receives notice of a virtual monitoring information request, you will receive additional information at least 30 days prior to the due date. Whether or not you are scheduled for an additional review by virtual monitoring, the following questionnaire must be completed and returned to the program by May 31, 20\_

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with Title 45 and Title 2 of the Code of Federal Regulations (Child Support Code of Federal Regulations).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures over \$5,000 for a single item and any facility change, major office reconfiguration, remodel costs, or projects have been preapproved by the program through March 31, 2025; over \$10,000 effective April 1, 2025.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Financial records are retained for a period of three years after the close of each annual grant. The Child Support Program grant is open for two years after the closing date, resulting in five years total retention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
INDIRECT/DIRECT COST ALLOCATION PLAN	YES	NO	N/A	If no, please provide an explanation
A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
Controls are in place to protect assets acquired with federal funds (loss, damage, theft).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Property and equipment inventory records are maintained including description, serial number, acquisition date and cost, and disposal date and cost.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate maintenance procedures keep the property in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When electronic equipment is disposed of, all information is wiped from any hard drives or the hard drive is destroyed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When assets are disposed of, any income is reported to the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
All program income is declared on the grant expenditure reimbursement request as either a reduction of expense or as income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the program contain description of service, estimate of time, rate of compensation, and termination provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contracts are monitored to ensure that services were rendered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

\_\_\_\_\_  
*Prepared By*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of County Child Support Program Representative*

\_\_\_\_\_  
*Date*

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

## Section D:

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2015. As such, grants awarded by the Oregon Department of Justice Division of Child Support (DCS) are required to report executive compensation data as addressed in this grant award term.

The certifications enumerated below represent material facts upon which DCS relies when reporting information to the federal government required under federal law. If DCS later determines that the subrecipient knowingly rendered an erroneous certification, DCS may pursue all available remedies in accordance with Oregon and U.S. law.

Signer further agrees that it will provide immediate written notice to DCS if at any time Signer learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

***If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DCS detailing which of the below statements it cannot certify and why.***

More detailed information regarding FFATA can be located at <http://www.hrsa.gov/grants/ffata.html>.

### Subrecipient Information

_____				Legal Name of Subrecipient					
_____				_____					
Street Address				City		State		Zip	

### FFATA Contact # 1

Name	_____
Email	_____
Phone	_____

### FFATA Contact # 2

Name	_____
Email	_____
Phone	_____

ZIP Code: 9-digits Required [www.usps.com](http://www.usps.com)

--	--	--	--	--	--	--	--	--	--

Unique Entity ID (UEI): 12-characters Required [www.Sam.gov](http://www.Sam.gov)

(Unique Entity ID is currently located below the DUNS Number on your entity registration record at Sam.gov)

--	--	--	--	--	--	--	--	--	--	--	--

State of Oregon Tax Identification Number (TIN) 9 Digits

--	--	--	--	--	--	--	--	--

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

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Did your organization have a gross income, from all sources, of less than \$300,000 in the previous tax year?

☐ Yes (skip questions "A", "B", and "C" and finish the certification)

☐ No (answer questions "A" and "B")

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**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes ☐ No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

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**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

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If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

**For example:** John Blum: \$500,000; Maria Redd: \$450,000; Alex Rodriguez: \$425,000;  
Eric Gant: \$400,000; Sally Tom: \$300,000

*As the duly authorized representative (Signer) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.*

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Printed Name of Authorized Representative

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Signature of Authorized Representative

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Title of Authorized Representative

---

Date



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550  
Department: Health Services: Behavioral Health Consent Calendar Date: May 07, 2025  
Contractor Name: Marion County Health Department  
Address: 3180 Center St NE  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: July 01, 2025 Through: June 30, 2026  
Contract Amount: \$15,900.00

## Background:

Marion County has agreed to provide Occupational Therapy services to referred Polk County Behavioral Health individuals. Occupational Services are required by the Oregon Health Authority for EASA program clients. This is amendment 2 to contract No. 21-54.

## Discussion:

This amendment is for the continuation of services that Marion County has been providing for our EASA program, that extends the current agreement an additional 12 months. There is a \$63 increase to the monthly rate, which was expected as a COLA adjustment. No other changes noted.

## Fiscal Impact:

The NTE amount for this contract was increased to \$74,776 from \$58,876 to allot for the next 12 months for a total amendment amount of \$15,900. The Behavioral Health Services budget has sufficient expenditure authority to accommodate this amendment and the Behavioral Health Outpatient budget was prepared in anticipation of it.

## Recommendation:

It is recommended that Polk County sign this first amendment with Marion County.

Copies of signed contract should be sent to the following:

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





**AMENDMENT 2 to HE-4028-21 the  
INTERGOVERNMENTAL AGREEMENT  
between  
MARION COUNTY and POLK COUNTY, OR**

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and Polk County, OR, dated May 01, 2021.

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

**3. TERM AND TERMINATION**

3.1 This Agreement may be extended for an additional period of one year by agreement of the parties. Thereafter, this Agreement shall renew for additional one (1) year periods unless sooner terminated or extended as provided herein. This agreement will expire on June 30, 2025. The agreement is extended for an additional period of one (1) year effective July 1, 2025.

**4. FUNDING AND BILLING**

4.1 The total amount paid under this contract shall not exceed ~~\$58,876.00~~ \$74,776.00. Payments under this contract shall be made on a monthly basis at \$1,089.00 per month for .10 FTE licensed Occupational Therapy (OT) services. The monthly rate shall include mileage. ~~The monthly amount will increase on May 1, 2022, to \$1,144.00 for 12 months and to \$1,201.00 on May 1, 2023, for 12 months and to \$1,262.00 on May 1, 2024, for 12 months.~~ The monthly amount will increase on July 1, 2025, to \$1325.00 for 12 months.

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

*--Signatures on following page--*

## **MARION COUNTY SIGNATURES**

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

## **POLK COUNTY, OR**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550  
Department: Health Services: Public Health Consent Calendar Date: May 01, 2025  
Contractor Name: Cigna Health and Life Insurance Company  
Address: 920 5th Avenue, Suite 1350  
City, State, Zip: Seattle, WA 98104  
Effective Dates - From: April 01, 2025 Through: EVERGREEN  
Contract Amount: \$ Varies

## Background:

OHA has awarded funding through PE63 to Polk County Public Health to provide Family Connect services. The Family Connects program is available to all expectant mothers in Polk County regardless of their ability to pay. To ensure access, Polk County is seeking to establish service rate agreements with commercial insurance providers. One such provider is Cigna Health and Life Insurance Company.

## Discussion:

This Agreement with Cigna Health and Life Insurance Company establishes an in-network service relationship for home visiting services provided through Polk County Public Health's Family Connects program to its members. Rates were negotiated by the Health Services Finance Officer and cover the costs of the service encounters.

## Fiscal Impact:

The amount varies as it is dependent on the number of Cigna clients served. It is anticipated that there will be a positive impact as there is increased ability to seek revenue from this provider's members.

## Recommendation:

It is recommended that Polk County sign this Agreement with Cigna Health and Life Insurance Company.

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: \_\_\_\_\_

## Ancillary Services Agreement

This Ancillary Services Agreement ("Agreement") is between Cigna Health and Life Insurance Company ("Cigna") and Polk County ("Provider") and is effective upon Cigna's execution and implementation of the Agreement into its administrative systems. Provider will be notified of the Effective Date via Cigna's return of the signed contract to Provider, and will be indicated in the space below.

Effective Date: June 15, 2025

### SECTION 1. DEFINITIONS

- 1.1 Administrative Guidelines  
means the rules, policies and procedures adopted by Cigna or a Payor to be followed by Provider in providing services and doing business with Cigna and Payors under this Agreement.
- 1.2 Benefit Plan  
means a certificate of coverage, summary plan description or other document or agreement which specifies the health care services to be provided or reimbursed for the benefit of a Participant.
- 1.3 Cigna Affiliate  
means any subsidiary or affiliate of The Cigna Group.
- 1.4 Coinsurance  
means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a percentage of the contracted reimbursement rate for such services or, if reimbursement is on a basis other than a fee-for-service amount, as a percentage of a Cigna determined fee schedule or as a Cigna determined percentage of actual charges.
- 1.5 Copayment  
means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a fixed dollar amount.
- 1.6 Covered Services  
means those health care services for which a Participant is entitled to receive coverage under the terms and conditions of the Participant's Benefit Plan.
- 1.7 Deductible  
means a payment for Covered Services calculated as a fixed dollar amount that is the financial responsibility of the Participant under a Benefit Plan prior to qualifying for reimbursement for subsequent health care costs under the terms of a Benefit Plan.
- 1.8 Medically Necessary/Medical Necessity



means services and supplies that satisfy the Medical Necessity requirements under the applicable Benefit Plan. No service is a Covered Service unless it is Medically Necessary.

1.9 Participant

means any individual, or eligible dependent of such individual, whether referred to as "Insured", "Subscriber", "Member", "Participant", "Enrollee", "Dependent", or similar designation, who is eligible and enrolled to receive Covered Services, or who is a continuing care patient as defined by applicable federal law.

1.10 Participating Provider

means a hospital, physician or group of physicians, or any other health care practitioner or entity that has a direct or indirect contractual arrangement with Cigna to provide Covered Services with regard to the Benefit Plan covering the Participant.

1.11 Payor

means the person or entity obligated to a Participant to provide reimbursement for Covered Services under the Participant's Benefit Plan and which Cigna has agreed may access services under this Agreement. Cigna is the Payor only for Covered Services under an insurance policy or HMO contract issued by a Cigna company.

1.12 Quality Management

means the program described in the Administrative Guidelines relating to the quality of Covered Services provided to Participants.

1.13 Utilization Management

means a process to review and determine whether certain health care services provided or to be provided are Medically Necessary and in accordance with the Administrative Guidelines.

## **SECTION 2. DUTIES OF PROVIDER**

2.1 Provider Services

Provider shall provide Covered Services to Participants upon the terms and conditions set forth in this Agreement and the Administrative Guidelines. All services provided by Provider within the scope of Provider's practice or license must be provided on a participating basis. Regardless of Provider's physical location, all aspects of Provider's practice are participating under the terms of this Agreement unless Covered Services are provided under the terms of another applicable Cigna participation agreement.

2.2 Standards

Provider shall provide Covered Services with the same standard of care, skill and diligence customarily used by similar providers in the community, the requirements of applicable law, and the standards of applicable accreditation organizations. Provider shall provide Covered Services to all Participants in the same manner, under the same standards, and with the same time availability as offered to other patients. Provider shall not differentiate or discriminate in the treatment of any Participant because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age,

health status, veteran's status, handicap or source of payment. Provider shall assure that all health care providers who perform any of the services for which Provider is responsible under this Agreement maintain all necessary licenses or certifications required by state and federal law. Provider shall immediately restrict, suspend, or terminate any such health care provider from providing services to Participants under this Agreement if such provider ceases to meet the licensing/certification requirements or other professional standards described in this Agreement.

2.3 Insurance/Application for Participation Information

Provider shall maintain general and professional liability coverage in a form and amount acceptable to Cigna, give Cigna evidence of such coverage upon request and provide Cigna with immediate written notice of a material modification or termination of such insurance. Provider shall also notify Cigna in writing within 30 days of any material change in the information contained in Provider's application for participation with Cigna.

2.4 Administrative Guidelines

Provider shall comply with the Administrative Guidelines. Some or all Administrative Guidelines may be communicated in the form of a provider reference manual, in other written materials distributed by Cigna to Provider and/or at a website identified by Cigna. Administrative Guidelines may change from time to time. Cigna will give Provider advance notice of material changes to Administrative Guidelines.

2.5 Quality Management

Provider shall comply with the requirements of and participate in Quality Management as specified in the Administrative Guidelines.

2.6 Utilization Management

Provider shall comply with the requirements of and participate in Utilization Management as specified in this Agreement and the Administrative Guidelines. Payment may be denied for failure to comply with such Utilization Management requirements, and Provider shall not bill the Participant for any such denied payment. Cigna's Utilization Management requirements include, but are not limited to, the following: a) precertification must be secured from Cigna or its designee for those services and procedures for which it is required as specified in the Administrative Guidelines; b) Provider must provide Cigna or Cigna's designee with all of the information requested by Cigna or its designee to make its Utilization Management determinations within the timelines specified by Cigna or its designee in such request; and c) Provider will refer Participants to and/or use Participating Providers for the provision of Covered Services except in the case of an emergency or as otherwise required by law. If Provider inappropriately refers a Participant to a non-Participating Provider in a non-emergency situation without the Participant's express written consent, and thereby cause the Participant to become responsible, for the charges of the non-Participating Provider, or to incur more charges than if such care had been received from a Participating Provider, Cigna or a Cigna Affiliate may, in its sole discretion, satisfy the obligation to the non-Participating Provider for such services. If this occurs,

Cigna or a Cigna Affiliate may offset the amount paid to such non-Participating Provider for such services against future compensation payable to Provider.

2.7 Records

Provider shall maintain medical records and documents relating to Participants as may be required by applicable law and for the period of time required by law. Medical records of Participants and any other records containing individually identifiable information relating to Participants will be regarded as confidential, and Provider and Cigna shall comply with applicable federal and state law regarding such records. Provider will obtain Participants' consent to or authorization for the disclosure of private and medical record information for any disclosures required under this Agreement if required by law. Upon request, Provider will provide Cigna with a copy of Participants' medical records and other records maintained by Provider relating to Participants. These records shall be provided to Cigna at no charge and within the timeframes requested by Cigna and will also be made available during normal business hours for inspection by Cigna, Cigna's designee, accreditation organizations, or to any governmental agency that requires access to these records. This provision survives the termination of this Agreement.

2.8 Cooperation with Cigna and Cigna Affiliates

Provider shall cooperate with Cigna in the implementation of Cigna's Participant appeal procedure. Provider shall also cooperate with Cigna and Cigna Affiliates in implementing those policies and programs as may be reasonably requested by Cigna or a Cigna Affiliate for purposes of Cigna's or the Cigna Affiliate's business operations or required by Cigna or a Cigna Affiliate to comply with applicable law or accreditation requirements.

### **SECTION 3. DUTIES OF CIGNA**

3.1 Payors, Benefit Plan Types, Notice of Changes to Benefit Plan Types

Cigna may allow Payors to access Provider's services under this Agreement for the following Benefit Plan types: a) Benefit Plans where Participants are offered a network of Participating Providers and are required or given the option to select a Primary Care Physician; b) Benefit Plans where Participants are offered a network of Participating Providers and are not required or given the option to select a Primary Care Physician; and c) Benefit Plans where Participants are not offered a network of Participating Providers from which they may receive Covered Services. Benefit Plans may include workers' compensation plans. Cigna will give Provider advance notice if Cigna changes this list of Benefit Plan types for which Payors may access Provider's services under this Agreement.

3.2 Benefit Information

Cigna will give Provider access to benefit information concerning the type, scope and duration of benefits to which a Participant is entitled as specified in the Administrative Guidelines.

3.3 Participant and Participating Provider Identification

Cigna will establish a system of Participant identification and will identify Participating Providers to those Payors and Participants who are offered a network of Participating Providers. However, Cigna makes no representations or guarantees concerning the number of Participants that will be referred to Provider as a result of this Agreement and reserves the right to direct Participants to selected Participating Providers and/or influence a Participant's choice of Participating Provider.

#### **SECTION 4. COMPENSATION**

##### **4.1 Payments**

Payments for Covered Services will be the lesser of the billed charge or the applicable fee under Exhibit A, subject to the Administrative Guidelines and minus any applicable Copayments, Coinsurance and Deductibles. The rates in this Agreement will be payment in full for all services furnished to Participants under this Agreement. Provider shall look solely to Payor for payment for Covered Services except for Copayments, Coinsurance and Deductibles. Provider shall submit claims for Covered Services at the location identified by Cigna and in the manner and format specified in this Agreement and the Administrative Guidelines. Claims for Covered Services must be submitted within 90 days of the date of service or, if Payor is the secondary payor, within 90 days of the date of the explanation of payment from the primary payor. Claims received after this 90 day period may be denied except as provided in the Administrative Guidelines, and Provider shall not bill Cigna, the Payor or the Participant for those denied services. Amounts due and owing under this Agreement with respect to complete claims for Covered Services will be payable within the timeframes required by applicable law.

##### **4.2 Underpayments**

If Provider believes a Covered Service has been underpaid, Provider must submit a written request for an appeal or adjustment with Cigna or its designee within 180 days from the date of Payor's payment or explanation of payment. The request must be submitted in accordance with the dispute resolution process set out in the Administrative Guidelines. Requests for appeals or adjustments submitted after this date may be denied for payment, and Provider will not be permitted to bill Cigna, the Payor or the Participant for those services.

##### **4.3 Copayments, Coinsurance and Deductibles**

Provider may charge Participants applicable Copayments, Coinsurance and Deductibles in accordance with the process set out in the Administrative Guidelines.

##### **4.4 Limitations on Billing Participants**

Provider agrees that in no event, including but not limited to nonpayment by Payor, Payor's insolvency or breach of this Agreement shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payor for Covered Services or for any amounts denied or not paid under this Agreement due to Provider's failure to comply with the requirements of Cigna's or its designee's Utilization Management Program or other Administrative Guidelines, or failure to file a timely claim or appeal. This provision does not prohibit collection of any applicable



Copayments, Coinsurance and Deductibles. This provision survives termination of this Agreement, is intended to be for the benefit of Participants, and supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider and a Participant or persons acting on the Participant's behalf. Modifications to this section will become effective no earlier than the date permitted by applicable law.

4.5 Billing Patients Who Cease to Be Participants

Provider may bill a patient directly for any services provided following the date that patient ceases to be a Participant, and Payor has no obligation to pay for services for such patients.

4.6 Participant Incentives Prohibited

Provider shall not directly or indirectly establish, arrange, encourage, participate in or offer any Participant incentive.

(A) Participant Incentive means any arrangement by Provider:

- (1) to reduce or satisfy a Participant's cost-sharing obligations (including, but not limited to Copayments, Deductible and/or Coinsurance);
- (2) to pay on behalf of or reimburse a Participant for any portion of the Participant's costs for coverage under a policy or plan insured or administered by Cigna or a Cigna Affiliate;
- (3) that provides a Participant with any form of material, financial incentive (other than the reimbursement terms under this Agreement), to receive Covered Services from Provider or its affiliates.

(B) In the event of non-compliance with this provision:

- (1) Cigna may terminate this Agreement, such non-compliance being a "material breach" of this Agreement;
- (2) Provider shall not be entitled to reimbursement under this Agreement with respect to Covered Services provided to a Participant in connection with a Participant Incentive, and;
- (3) Cigna may take such other action appropriate to enforce this provision.

4.7 Non-Medically Necessary Services

Provider shall not charge a Participant for a service that is not Medically Necessary unless, in advance of providing the service, Provider has notified the Participant that the particular service will not be covered and the Participant acknowledges in writing that he or she will be responsible for payment for such service.

4.8 Reimbursement of Amounts Collected In Error

If Provider collects payment from a Participant when not permitted to collect under either this Agreement or the Administrative Guidelines, Provider must repay the amount within 2 weeks of a request from Cigna or the Participant or of the date Provider has knowledge of the error. If Provider fails to make the repayments, then Cigna may (but is not obligated to) reimburse the Participant the amount inappropriately paid and then withhold this amount from future payments.

4.9 Overpayments

Provider shall refund to Cigna any excess payment made by a Payor to Provider if Provider is for any reason overpaid for health care services or supplies. Cigna may, at its option, deduct the excess payment from other amounts payable, and Provider will be notified of any such deduction as specified in the Administrative Guidelines.

4.10 Audits

Upon reasonable notice and during regular business hours, Cigna or its designee will have the right to review and make copies of all records maintained by Provider with respect to all payments received by Provider from all sources for Covered Services provided to Participants. Cigna or its designee will have the right to conduct audits of such records and may audit its own records to determine if amounts have been properly paid under this Agreement. Any amounts determined to be due and owing as a result of such audits must be promptly paid or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party hereunder. This provision survives the termination of this Agreement.

4.11 Coordination of Benefits

Certain claims for Covered Services are claims for which another payor may be primarily responsible under Coordination of Benefit (COB) rules. Provider may pursue those claims in accordance with the process set out in the Administrative Guidelines.

Cigna's Payment as Secondary Payor (Non-Medicare)

Cigna's payment when added to the amount payable from other sources under the applicable COB rules, will be no greater than the payment for Covered Services under the Cigna provider agreement, and is subject to the terms and conditions of the Participant's health benefit plan and applicable state and federal law. Use of applicable COB provisions may result in a payment from Cigna that, when added to the amount payable from other sources, is less than 100 percent of the payment for Covered Services under the Cigna provider agreement. Payment may, however, be in a lesser amount as determined by the terms of the participant's benefit plan.

Medicare is the Primary Payor

When the Cigna plan is the secondary payor to Medicare, Provider and Cigna are required to follow Medicare billing rules. Payment will be made in accordance with all applicable Medicare requirements, including but not limited to Medicare COB rules. The Medicare COB rules require Cigna's financial responsibility as the secondary payor to be limited to the Participant's financial liability (i.e., the applicable Medicare copayment, coinsurance, and/or deductible) after application of the Medicare-approved amount. The Medicare payment plus the Participant liability (applicable Medicare copayment, coinsurance, and/or deductible) amounts constitute payment in full, and Provider is prohibited from collecting any monies in excess of this amount.

4.12 Applicability of the Rates

The rates in this Agreement apply to all services provided to Participants in the Benefit Plan types covered by this Agreement, including services covered under a Participant's in or out-of-network benefits, and whether the Payor or Participant is financially responsible for payment.

4.13 Excluded Services

This Agreement excludes services that Cigna has elected to obtain under an arrangement between Cigna or a Cigna Affiliate and a national or regional vendor or provider or a capitated provider, except as otherwise agreed by Cigna. Provider will not be reimbursed and will not bill Participants for any such excluded services. If Cigna notifies Provider that it no longer chooses to exclude a particular service from this Agreement, that service will no longer be excluded and those services will be reimbursed as specified in Exhibit A.

4.14 Provider Facilities

This Agreement shall specifically exclude those services rendered at Provider facilities other than those facilities agreed upon and utilized as of the Effective Date unless otherwise agreed in writing by Cigna.

## **SECTION 5. TERM AND TERMINATION**

5.1 Term of This Agreement

This Agreement begins on the Effective Date and continues from year to year unless terminated as set forth below.

5.2 How This Agreement Can Be Terminated

Either Provider or Cigna can terminate this Agreement at any time by providing at least 90 days advance written notice. Either Provider or Cigna can terminate this Agreement immediately if the other becomes insolvent. Cigna can terminate this Agreement immediately (or upon such longer notice required by applicable law, if any) if Provider no longer maintains the licenses required to perform its duties under this Agreement, Provider is disciplined by any licensing, regulatory, accreditation organization, or any other professional organization with jurisdiction over Provider, or if Provider no longer satisfies Cigna's credentialing requirements. Upon termination of this Agreement for any reason, the rights of each party terminate, except as provided in this Agreement. Termination will not release Provider or Cigna from obligations under this Agreement prior to the effective date of termination.

5.3 Services upon Termination

Upon termination of this Agreement, Provider shall continue to provide Covered Services for specific conditions for which a Participant was under Provider's care at the time of such termination so long as the Participant retains eligibility under a Benefit Plan until the later of the completion of such services or the date required by applicable law. Provider shall be compensated for Covered Services provided to any such Participant in accordance with the terms of the applicable Benefit Plan and applicable law. Provider has no obligation under this Agreement to provide services to individuals who cease to be Participants.

## **SECTION 6. GENERAL PROVISIONS**

6.1 Confidentiality

As a result of this Agreement, Provider may have access to certain of Cigna's confidential and proprietary information. Provider shall hold such information, including the terms of this Agreement, in confidence and will not use or disclose such information to any person without the prior written consent of Cigna except as may be required by law. This provision shall not be construed to prohibit Cigna from disclosing information to Cigna Affiliates or the agents or subcontractors of Cigna or Cigna Affiliates or from disclosing the terms and conditions of this Agreement, including reimbursement rates, to existing or potential Payors, Participants or other customers of Cigna or Cigna Affiliates or their representatives. This provision does not prohibit communications necessary or appropriate for the delivery of health care services, communications about coverage and coverage appeal rights or any other communications specifically protected under applicable law. This provision survives the termination of this Agreement.

6.2 Independent Parties

Provider is an independent contractor. Cigna and Provider do not have an employer-employee, principal-agent, partnership, or similar relationship. Nothing in this Agreement, including Provider's participation in care collaboration, population management, pay for performance, Quality Management, Utilization Management, and other similar programs, nor any coverage determination made by Cigna or a Payor, is intended to interfere with or affect Provider's independent judgment in providing health care services to its patients. Nothing in the Agreement is intended to create any right for Cigna or any other party to intervene in or influence your medical decision-making regarding any Participant.

6.3 Indemnification

Each party agrees to indemnify, defend and hold harmless the other, its agents and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with third party claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage, or other damages arising from the performance of or failure to perform, its obligations under this Agreement, unless it is determined that the liability was the direct consequence of negligence or willful misconduct on the part of the other party, its agents or employees. This provision shall survive the termination of this Agreement.

6.4 Internal Dispute Resolution

Disputes that might arise between the parties regarding the performance or interpretation of the Agreement must first be resolved through the applicable internal dispute resolution process outlined in the Administrative Guidelines. In the event the dispute is not resolved through that process, either party can request in writing that the parties attempt in good faith to resolve the dispute promptly by negotiation between designated representatives of the parties who have authority to settle the dispute. If the matter is not resolved within 60 days of such a request, either party may initiate arbitration by providing written notice to the other. With respect to a payment or termination dispute (excluding termination with notice), Provider must submit a request for arbitration within 12 months of the date of the letter communicating the final decision under Cigna's internal dispute resolution process unless applicable law



specifically requires a longer time period to request arbitration. If arbitration is not requested within that 12 month period, Cigna's final decision under its internal dispute resolution process will be binding on Provider, and Provider shall not bill Cigna, Payor or the Participant for any payment denied because of the failure to timely submit a request for arbitration.

6.5 Arbitration

If the dispute is not resolved through Cigna's internal dispute resolution process, the controversy shall be resolved through binding arbitration. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association then in effect, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs, but the compensation and expenses of the arbitrator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator. The parties intend this alternative dispute resolution procedure to be a private undertaking and agree that an arbitration conducted under this provision shall not be consolidated with an arbitration involving other parties, and that the arbitrator shall be without power to conduct an arbitration on a class basis.

6.6 Material Adverse Change Amendments

For amendments that are a material adverse change in the terms of this Agreement, Cigna can amend this Agreement by providing 90 days advance written notice except if a shorter notice period is required to comply with changes in applicable law. The change will become effective at the end of the 90 day notice period or, if applicable, the shorter notice period required to comply with changes in applicable law. If Provider objects to the material adverse change and notifies Cigna of its intent to terminate within 30 days of the date of the notice of amendment, the termination will be effective at the end of the 90 day notice of the material adverse change or, if applicable, at the end of the shorter notice period required to comply with changes in applicable law, unless Cigna agrees to retract the amendment, in which case the Agreement will remain in force without the proposed amendment.

6.7 All Other Amendments

For amendments that are not material adverse changes in the terms of this Agreement, Cigna can amend this Agreement by providing 30 days advance written notice to Provider. Alternatively, both parties can agree in writing to amend this Agreement.

6.8 Assignment and Delegation

Neither Cigna nor Provider may assign any rights or delegate any obligations under this Agreement without the written consent of the other party; provided, however, that any reference to Cigna includes any successor in interest and Cigna may assign its duties,

rights and interests under this Agreement in whole or in part to a Cigna Affiliate or may delegate any and all of its duties to a third party in the ordinary course of business.

6.9 Sale of Business/Change in Management

If, during the term of this Agreement, Provider desires (i) to sell, transfer or convey its business or any substantial portion of its business assets to another entity, or Provider is the subject of a sale, transfer or conveyance of its business by another entity, or (ii) Provider enters into a management contract with another entity, Provider shall so advise Cigna in writing at least 120 days prior to the transaction effective date in order to obtain Cigna's written consent as to which Cigna participating provider agreement applies, if any, to services rendered by you or the surviving entity, on a post-transaction basis. Failure to provide advance notification and obtain Cigna's written consent will result in Cigna determining which, if any, Cigna participating provider agreement applies to services rendered on a post-transaction basis. Dependent upon when Cigna learns of the transaction, this may result in a retroactive adjustment to reimbursement and an overpayment recovery process. Provider warrants and covenants that this Agreement will be part of the transfer, and will be assumed by the new entity and that the new entity will honor and be fully bound by the terms and conditions of this Agreement unless the new entity already has an agreement with Cigna or a Cigna Affiliate, in which case Cigna, in its sole discretion, will determine which Agreement will prevail. Notwithstanding the above, if Cigna, in its sole discretion, is of the opinion that the Agreement cannot be satisfactorily performed by the assuming entity or does not want to do business with that entity for whatever reason, Cigna may terminate this Agreement by giving Provider 60 days written notice, notwithstanding any other provision in the Agreement.

6.10 Acquisitions and Other Arrangements

This Agreement shall not, without Cigna's written consent, be applicable to any hospital, physician or physician group or ancillary provider that is acquired (directly or indirectly) by or enters into a management, co-management, professional services, leasing, joint venture or similar agreement or arrangement with Provider or a Provider affiliate. Provider shall notify Cigna 120 days in advance of any such acquisition or arrangement.

6.11 Use of Name

Provider agrees that Cigna may include descriptive information about Provider in literature distributed to existing or potential Participants, Participating Providers and Payors. That information will include, but not be limited to, Provider's name, telephone number, address, and specialties. Provider may identify itself as a Participating Provider with respect to those Benefit Plan types in which Provider participates with Cigna. Provider's use of Cigna's name or a Cigna Affiliate's name, or any other use of Provider's name by Cigna will be upon prior written approval or as the parties may agree.

6.12 Notices

Notices required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the third day after deposit in the United States mail, postage

prepaid, and properly addressed as specified below; or, (ii) on the date of delivery if sent via overnight delivery to the party to whom notice is to be given and properly addressed as specified below; or (iii) on the date of service if served personally on the party to whom notice is to be given. Cigna may also notify Provider by sending an electronic notice with automatic receipt verification to Provider's e-mail address if listed below. Either party can change the address for notices by giving written notice of the change to the other party in the manner just described.

The proper address for notices under this Agreement is as follows:

If to Cigna:  
920 5th Ave, Ste 1350  
Seattle, WA 98104  
Attention: VP of Provider Contracting

If to Provider:  
Polk County  
182 SW Academy St Suite 302  
Dallas, OR 97338

Attention: Administrator/CEO

Email address: moran.stacey@co.polk.or.us

6.13 Governing Law/Regulatory Addenda

Applicable federal law and the law of the jurisdiction where Provider is domiciled governs this Agreement. One or more regulatory addenda may be attached to the Agreement setting out provisions that are required by law with respect to Covered Services rendered to certain Participants (i.e. Participants under an insured plan). These provisions are incorporated into this Agreement to the extent required by law and as specified in such Addenda.

6.14 Force Majeure

In the event that performance by either Cigna or Provider of any covenant, duty or obligation imposed under this Agreement becomes impossible or impracticable because of the occurrence of an event of force majeure, including, without limitation, acts of war, insurrection, civil strife and commotion, labor unrest, sentinel event, or acts of God, then performance of such covenant, duty or obligation by such party shall be excused during the continuance of such event of force majeure; provided, however, that such performance by such party shall be accomplished as soon as reasonably practicable after such event of force majeure has ceased.

6.15 Waiver of Breach/Severability/Entire Agreement/Copy of Original Agreement

If any party waives a breach of any provision of this Agreement, it will not operate as a waiver of any subsequent breach. If any portion of this Agreement is unenforceable for any reason, it will not affect the enforceability of any remaining portions. This

Agreement, including any exhibits to this Agreement, contains all of the terms and conditions agreed upon and supersedes all other agreements between the parties, either oral or in writing, regarding the subject matter. A copy of this fully executed Agreement is an acceptable substitute for the original fully executed Agreement.



IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives below.

AGREED AND ACCEPTED BY:

**Provider**

Polk County

**Cigna**

Cigna Health and Life Insurance Company

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

93-6002310

Federal Tax ID

1710910781, 1881401735

National Provider Identifier

## **ADDENDUM TO PROVIDER AGREEMENT FOR THE STATE OF OREGON**

The provisions set forth in this Addendum are being added to the Agreement with the provider named in the Agreement (hereafter referred as "Provider") to comply with legislative and regulatory requirements of the State of Oregon regarding provider contracts with providers rendering health care services in the State of Oregon. To the extent that such Oregon laws and regulations are applicable and/or not otherwise preempted by federal law, the provisions set forth in this Addendum shall apply and, to the extent of a conflict with a provision in the Agreement, shall control. The provisions of the Addendum shall apply to all providers governed by the Agreement, unless the context dictates otherwise. The provisions set forth in this Addendum do not apply with regard to Covered Services rendered to Participants covered under self-funded plans.

### **I**

1. Provider shall mean "Provider," "Hospital," or "Group and/or Represented Provider," as named in the Agreement, or as otherwise set forth in the Agreement.

### **II**

- (1) Cigna, upon request by Provider, shall give Provider an annual accounting accurately summarizing the financial transactions between the parties for that year.
- (2) Provider may withdraw from the care of a Participant when, in the professional judgment of Provider, it is in the best interest of the Participant to do so.
- (3) Upon request by Provider, the criteria used in the Utilization Management review process and the method of development of the criteria shall be made available for review.
- (4) Cigna shall employ or retain a physician licensed under ORS 677.100 to 677.228 who shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to the Agreement.
- (5) Provider will be paid for Covered Services rendered to Participants in accordance with ORS Sec. 743B.450 and ORS Sec. 743B.452.
- (6) In the event Cigna fails to pay for health care services covered by the Benefit Plan, Provider shall not bill or otherwise attempt to collect from Participants amounts owed by Cigna, and Participants shall not be liable to Provider for any sums owed by Cigna.
- (7) Cigna may not terminate or otherwise financially penalize Provider for:
  - (1) Providing information to or communicating with a Participant in a manner that is not slanderous, defamatory or intentionally inaccurate concerning:

- (a.) Any aspect of the Participant's medical condition;
  - (b.) Any proposed treatment or treatment alternatives, whether covered by the Participant's Benefit Plan or not; or
  - (c.) Provider's general financial arrangement with Cigna.
- (2)
  - (a.) Referring a Participant to another provider, whether or not that provider is under contract with Cigna. If Provider refers Participant to another provider, Provider shall:
    - (i) Comply with Cigna's written policies and procedures with respect to any such referrals; and
    - (ii) Inform the Participant that the referral services may not be covered by Cigna.
  - (b.) Allocation of costs for referral services shall be a matter of contract between Provider and Cigna. Allocation of costs to Provider by contract shall not be considered a penalty under this section.
- (8) Cigna and Provider shall provide continuity of care to Participants as provided in ORS Sec. 743B.225.
- (9) Except in cases of fraud or abuse of billing, Payor may not request a refund from Provider of a payment previously made to satisfy a claim unless Payor does so in writing, specifying the reasons for the request, within 18 months after the date the payment was made. If Payor requests a refund for reasons related to coordination of benefits with another health insurer or entity responsible for payment of a claim, the request for refund must be made in writing, specifying the reasons for the request, within 30 months after the date the payment was made. If Provider fails to contest the request for a refund in writing to Cigna or Payor within thirty (30) days of receipt, the request for refund shall be deemed accepted and the refund must be paid.
- (10) Except in cases of fraud, Provider may not request additional payment from Payor to satisfy a claim unless Provider does so in writing, specifying the reasons for the request, within 18 months after the date the claim was denied or the payment intended to satisfy the claim was made. If Provider requests additional payment from Payor to satisfy a claim for reasons related to coordination of benefits with another health insurer or entity responsible for payment of a claim, the request for additional payment must be made in writing, specifying the reasons for the request, within 30 months after the date the claim was denied or payment intended to satisfy the claim was made.
- (11) The Agreement may permit network arrangements which grant access to Cigna's rights as a contracting entity, as defined in applicable state laws and regulations, to Provider's health care services and discounted rates to a third party, as defined in applicable state laws and regulations, provided that the third party accessing Provider's health care

services and discounted rates is contractually obligated to comply with all applicable terms, limitations and conditions of the Agreement.

- (12) Notwithstanding any provision to the contrary set forth in the Compensation section of the Agreement, or any similar provision in the Agreement, or a rate exhibit, the rates in the Agreement will be payment in full for all Covered Services furnished to Participants under the Agreement by a Provider who is a vision care provider as defined by applicable state laws and regulations.



**Cigna**

**EXHIBIT A1**

**Fee Schedule and Reimbursement Terms**

This is an Exhibit to an Agreement between:

Provider: Polk County

Cigna Party: Cigna Health and Life Insurance Company

Effective Date of Base Agreement: June 15, 2025

This Rate Exhibit:

Applies to: Polk County

Federal Tax ID: 93-6002310

National Provider Identifier: 1710910781

Effective Date: June 15, 2025

**I. DEFINITIONS**

Cigna Resource Based Relative Value Scale or Cigna RBRVS means the methodology designated by Cigna to produce the allowable fee for certain Covered Services rendered to Participants that uses the components of Relative Value Units (RVU's), geographic practice cost indices (GPCI's), conversion factor and base relativity factors, as defined by Cigna.

Cigna Standard Fee Schedule means the standard Cigna fee schedule applicable to the provider types (e.g. MD, DO, NP, PA etc.) as designated by Cigna in effect at the time of service and applicable to this Agreement for certain Covered Services provided to Participants. The Cigna Standard Fee Schedule is subject to change.

**II. FEE FOR SERVICE REIMBURSEMENT**

- A. Except as otherwise provided below, Covered Services will be reimbursed at the lesser of 100% of billed charges or the Cigna RBRVS allowable fee, less applicable Copayments, Deductibles and Coinsurance. The Cigna RBRVS allowable fees are updated periodically by Cigna to reflect new information regarding RVU's, GPCI's, conversion factor, and the addition of new codes and services. The GPCI locality used for this Agreement is Portland, OR.
- B. Cigna will apply the following base relativity factors in its Cigna RBRVS calculation to the services specified below. Provider agrees to identify the actual rendering provider's name that provided services to Participant on the claim submission to Cigna:

CPT Procedure Code Group	Base Relativity Factor
Surgery Codes	100.40%
Evaluation & Management Codes	100.40%

<b>CPT Procedure Code Group</b>	<b>Base Relativity Factor</b>
Medicine Codes	100.40%
Physical Therapy Codes	100.40%
Radiology Codes	100.40%

- C. The following services, as defined within the Current Procedural Terminology (CPT) coding system published by the American Medical Association and the Healthcare Common Procedure Coding System (HCPCS) published by the Centers for Medicare & Medicaid Services, are excluded from the reimbursement methodology described above, and such Covered Services, if not specified above, will be reimbursed at the lesser of 100% of billed charges or the applicable fee under the Cigna Standard Fee Schedule, less applicable Copayments, Deductibles and Coinsurance.

Injectable Drugs, Immunizations, Vaccines, Toxoids

American Society of Anesthesiologists (ASA) Procedure Codes

Immunization Administration

Pathology and Laboratory Services

Routine Venipuncture

All Services (excluding injectable medications) defined within the Healthcare Common Procedure Coding System (HCPCS) Schedule.

- D. All procedure codes for Covered Services for which reimbursement has not been established above, including but not limited to those for unlisted procedures as well as new Current Procedural Terminology (CPT), Healthcare Common Procedure Coding System (HCPCS) and/or American Society of Anesthesiologists (ASA) procedure codes, will be paid at a 50% reduction from billed charges, less applicable Copayments, Deductibles and Coinsurance until such time as the applicable RVU's have been loaded into the appropriate claims systems.
- E. Notwithstanding anything to the contrary set forth above, those services that are excluded from this Agreement under the Excluded Services section of the Agreement shall not be reimbursed and Participants shall not be billed for such services.
- F. Notwithstanding the above, Cigna will apply site of service claim adjudication and the applicable reimbursement for place of service billed.
- G. For workers' compensation Benefit Plans, the Cigna Standard Fee Schedule shall not exceed the state fee schedule.

- H. The reimbursement terms set forth in this Exhibit are applicable to all services rendered as part of your practice or scope of license. Any services provided by an out of network provider or vendor as part of your practice or scope of license are not separately reimbursable.

## **Cigna**

### **Oregon Newborn Nurse Home Visit Program**

#### **Exhibit A2**

##### **Fee Schedule and Reimbursement Terms**

This is an Exhibit to an Agreement between:

Provider: Polk County

Cigna Party: Cigna Health and Life Insurance Company

Effective Date of Base Agreement: June 15, 2025

This Rate Exhibit:

Applies to: Polk County

Federal Tax ID(s): 93-6002310

National Provider Identifier(s): 1881401735

Effective Date: June 15, 2025

#### **I. Reimbursement Terms**

1. All-Inclusive Rates. Reimbursement rates include all supplies and services necessary for newborn home visits.
2. Full and Final Payment. Provider shall accept as full and final payment for Covered Services provided to Participants the lesser of billed charges or the reimbursement specified in this Exhibit. Payor shall deduct any Copayments, Deductibles, or Coinsurance required by the Participant's Benefit Plan.
3. Coding Updates. Cigna may adjust coding in its systems to remain consistent with the parties' intent to reimburse for the services listed in this Exhibit.
4. Additional Services. For services not included on the rate table below, no reimbursement will be made. Participants may not be billed for such services.
5. The reimbursement terms set forth in this Exhibit are applicable to all services rendered as part of your practice or scope of license. Any services provided by an out of network provider or vendor as part of your practice or scope of license are not separately reimbursable.

#### **II. Reimbursement Rates**

1. CPT Code and Modifiers must be included in all billing for all services as per CMS 1500 guidelines.

2. Modifier 95 must be included when billing for virtual services as per CMS 1500 guidelines.

Description	Coding	Reimbursement
Home visit for newborn care and assessment	CPT Code: 99502 32	Reimbursement rates will adhere to the State of Oregon requirements in force on the date of service.
Home visit for newborn care and assessment	CPT Code: 99502 32 TT	Reimbursement rates will adhere to the State of Oregon requirements in force on the date of service
Home visit for newborn care and assessment	CPT Code: 99502 32 TD	Reimbursement rates will adhere to the State of Oregon requirements in force on the date of service





# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550  
Department: Health Services: Behavioral Health Consent Calendar Date: April 30, 2025  
Contractor Name: Helms Counseling, LLC  
Address: 5441 S Macadam Ave, Ste N  
City, State, Zip: Portland, OR 97239  
Effective Dates - From: April 01, 2025 Through: June 30, 2026  
Contract Amount: Varies

## Background:

Helms Counseling, LLC has agreed to provide Behavioral Health services to referred Polk County Behavioral Health individuals.

## Discussion:

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

## Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this contract. The fiscal year 2024-2025 and 2025-26 Behavioral Health budget was prepared in anticipation of this agreement.

## Recommendation:

It is recommended that Polk County sign this agreement with Helms Counseling, LLC.

Copies of signed contract should be sent to the following:

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

**CONTRACT & AGREEMENT SUMMARY**

<b>CONTRACT NUMBER:</b>	
<b>COUNTY/DEPARTMENT:</b>	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 EIN#: 93-6002310
<b>CONTACT PERSON:</b>	ROSANA WARREN
<b>DATE ISSUED:</b>	04/15/2025
<b>CONTRACTOR</b>	HELMS COUNSELING, LLC 5441 S MACADAM AVE, STE N PORTLAND, OR 97239 EIN#: 33-4348704
<b>CONTACT PERSON:</b>	JESSICA HELMS
<b>SERVICES PROVIDED:</b>	To provide Qualified Mental Health Professional services as outlined in Exhibit B.
<b>EFFECTIVE DATES:</b>	FROM APRIL 01, 2025 THROUGH JUNE 30, 2026
<b>BUDGET LINE #:</b>	240-8540-540-M25
<b>DOLLAR AMOUNT:</b>	VARIES
<b>TERMS:</b>	Service Rates per Exhibit B
<b>ADDITIONAL COMMENTS/INFORMATION:</b>	

**NOTIFY CONTRACTS TEAM IMMEDIATELY OF ANY CONTRACT TERMINATION**

[HS.CONTRACTS@co.polk.or.us](mailto: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  
EIN#: 93-6002310**

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

**HELMS COUNSELING, LLC  
5441 S MACADAM AVE, SUITE N  
PORTLAND, OR 97239  
EIN#: 33-4348704**

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 April 01, 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](mailto: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 220, Dallas, Oregon 97338. The Certificate form, to be completed by the Contractor's insurer, naming Polk County as additional insured, will be maintained in the County's file of this Agreement.
  - iv. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.
- L. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may

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

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

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

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

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



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

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

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

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

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

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## SIGNATURE PAGE

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

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

### CONTRACTOR

Jessica Helms  
Jessica Helms

\_\_\_\_\_  
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 HELMS COUNSELING, 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.<sup>1</sup> Henceforth, Polk County, a political subdivision of the State of Oregon, shall be referred to as “COUNTY” and Helms Counseling, 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.
- 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

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<sup>1</sup> 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 April 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, HELMS COUNSELING, 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 Qualified Mental Health Professional, to provide services, support and training that meets the needs of both Contractor and County as evidenced by the Service Authorization and Activity form.
- B. Contractor shall perform all services deemed necessary in their professional opinion based upon their training, education and expertise as evidenced in the application materials and other professional endorsements, notwithstanding any limitations set forth in this agreement.
- C. Contractor shall only use methods or techniques in which the Contractor has documented training, education and expertise. Contractor will ensure services provided are within rules and guidelines of Oregon Health Authority, Health Services Division: Behavioral Health Services, Chapter 309-019.

**2. GENERAL INFORMATION**

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



- D. County may conduct performance reviews annually to assess Contractor's performance as it relates to the services required under this contract.
- E. Absences:
  - i. Contractor shall notify the County at least fourteen (14) 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 thirty (30) business days 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 (3) 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 (3) 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 two (2) hours of clinical supervision quarterly, which shall include at least one (1) hour of individual face-to-face contact either in person or via two-way audio visual conferencing from a qualified clinical supervisor in accordance with OAR 309-019-0130 and is required to provide documentation of supervision received, if obtained by a Clinical Supervisor outside of County. Failure to do so may lead to contract termination.
- L. Contractor is required to be trained in accordance with OAR 309-072-0120 (3). No work will be assigned to render direct service to clients or patients until documentation of training completion is received. Failure to do so may lead to contract termination.

### **3. AUTHORIZED SERVICES.**

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

### **4. RATES AND METHOD OF PAY**

- A. County shall reimburse the Contractor at the rate of \$90.00 per hour for Crisis Clinic Service Hours availability, which is inclusive of travel time from portal to portal and mileage, as well as Other Service Activity, as outlined in the Service Activity Authorization form, with services paid on a per occurrence basis to the nearest quarter hour upon receipt of an invoice.
- B. Contractor shall receive \$120.00 per hour for Crisis Clinic Service Hours performed on County observed holidays, with services paid on a per occurrence basis to the nearest quarter hour.
- C. If the Contractor fails to respond in a timely manner while scheduled for Crisis Clinic Service Hours and a back-up must be called to respond, the Contractor will forfeit the Crisis Clinic Service Hours fee for that day or until verifiable response is made. Exceptions apply if the Contractor is currently handling another Polk County crisis at the time of request. If non-responsiveness becomes a consistent pattern or problem it could result in immediate termination of this contract.
- D. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.



# Service Activity Authorization

**Contractor:** JESSICA HELMS      **Effective Date:** 04/01/2025      **SAA ID:** HELJE-03

**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 Mobile Crisis Intervention Services program and the Polk County community that they serve. The Mobile Crisis Intervention Services program provides crisis services 24-hours per day, 7-days per week, 365 days per year to any individuals experiencing a behavioral health crisis in a community-based setting. The Mobile Crisis Intervention Services are delivered as response to dispatch calls as requested by 988 call centers or other community partners collaboratively with up to a two person multidisciplinary team, which can include a Qualified Mental Health Professional and/or Qualified Mental Health Associate or other trained behavioral health provider as defined in OAR 309-019-0125. These Qualified Mental Health Professional services are delivered as part of the Mobile Crisis Intervention Services Team (MCIT) with the following service expectations:

- Provides a compassionate and empathetic approach to support and assistance to individuals/family in crisis.
- Uses crisis intervention techniques, including de-escalation strategies and safety planning.
- Working in a team of two, helps contribute to assessments, developing crisis safety plans, coordinating resources, and providing emotional support to individuals/families in crisis.
- Collaborates with other professionals, agencies, and community resources to meet clients needs.
- Helps individuals in crisis, follows Safety Plan and assists with referral and linkage to identified entitlements needed to create stability and reduce crisis stressors.
- Follows the MCIT Field Safety Guidelines prior to arrival and throughout a crisis event, assuring ongoing determination of the MCIT’s safety.
- Responds to crisis events in Polk County in person with a maximum response time of one hour from the dispatch request in the urban area of Salem, and a maximum response time of two hours from request of dispatch in rural areas.
- Responds to crisis events by phone within one hour of being notified of the crisis, if the event is in a rural area.
- Provides crisis counseling and critical incident stress debriefing to disaster victims, police, fire fighters, and other first responders, disaster relief shelter and the community at large as needed in the event of a local disaster.
- Collects required client demographic data prior to a call transfer or during the transit time to the location of the crisis or when appropriate, directly from the individual in crisis, the 988 call center or other crisis line.
- Documentations are done concurrently with the client and finalized the same day.
- 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.



# Service Activity Authorization

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

Location						
-	-	-	-	Remote	Remote	Remote
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
-	-	-	-	7:00 pm - 5:00 am	7:00 pm - 5:00 am	7:00 pm - 5:00 am

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

The following reimbursement criteria is based on the appropriate Credible visit types and, or Credible 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"/>	<b>Reimbursement Based on Crisis Clinic Service Hours</b>	Reimbursement is based on capacity or time spent providing Mobile Crisis Intervention services during Crisis Clinic Hours and is captured using the Crisis Clinic Hours Credible form. The hours are considered anticipated hours the Contractor will be available In-Clinic with additional hours permitted as capacity requires or allows.	30+	Weekly
Authorized if any box is checked below	<b>Reimbursement Based on Other Service Activity</b>	Reimbursement is based all or in part on the Service Activity listed below and hours are considered not to exceed.		
<input checked="" type="checkbox"/>	<b>Contractor Training</b>	Reimbursement is based on time spent mandatory training and other onboarding activity as assigned and described below outside of scheduled Crisis Clinic Hours. Documentation for this time is captured using the Contractor Training Credible form for reimbursement.	20	Yearly
1.	<b>CYBERSECURITY TRAINING</b> Participation in the mandatory training required by Polk County Information Services for all account users of a Polk County domain email.			
2.	<b>MOBILE CRISIS INTERVENTION SERVICES PROVIDER TRAINING</b> Participation in the following training required of providers of Mobile Crisis Intervention Services (MCIS) and Stabilization Services (MRSS) per OAR 309-072-0120: A. TRAINING SET - I Within the first 90 days of contract, mobile crisis service providers must complete or show evidence of completing the following training: a. De-escalation strategies b. Suicide risk screening and assessment			



# Service Activity Authorization

Authorized	Service Activity	Service Activity Description	Hours	Pay Frequency
	<ul style="list-style-type: none"> <li>c. Crisis and safety planning</li> <li>d. Lethal Means Counseling</li> <li>e. Evidence based clinical engagement strategies</li> <li>f. Trauma informed crisis response</li> <li>g. Child development and family engagement</li> <li>h. Review all PCBH policies and procedures</li> </ul> <p><b>B. TRAINING SET - II</b>            Within the first 180 days of contract, mobile crisis service providers must complete or show evidence of completing the following trainings:</p> <ul style="list-style-type: none"> <li>a. First Aid and CPR</li> <li>b. Harm reduction strategies including overdose intervention</li> <li>c. Administration of Naloxone and overdose reversal</li> <li>d. Mental Health First Aid (optional for QMHP/QMHA)</li> <li>e. Strategies for working with the following specific populations and communities:               <ul style="list-style-type: none"> <li>i. Individuals with intellectual and developmental disabilities (IDD)</li> <li>ii. Individuals with other co-occurring disorders including medical disorders and substance use disorders.</li> <li>iii. Communities of color</li> <li>iv. Tribal communities</li> <li>v. LGBTQIA2S+</li> <li>vi. Other communities at higher risk for suicide such as Rural, Older Adults/Seniors and Veterans</li> </ul> </li> </ul>			
<input checked="" type="checkbox"/>	Administrative Time	Reimbursement is based on time spent for projects or other duties as assigned as described below outside of scheduled Crisis Clinic Hours. Documentation for this time is captured using the Admin Time Credible form for reimbursement.	1.5	Quarterly
1.	<b>MOBILE CRISIS RESPONSE TEAM MEETING</b> This meeting time is spent on coordinating schedules, clinical supervision of cases, reviewing systems and issues, and open discussion with the Mobile Crisis Intervention Services Team.			

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.

*Jessica Helms*

Contractor Signature

Date