

POLK COUNTY BOARD OF COMMISSIONERS

DATE: July 2, 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.
- 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 June 25, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. MASTER FEE SCHEDULE & RESOLUTION NO 25-11 – Greg Hansen**
- 8. NEW JOB SPECIFICATION, WAGE & RECLASSIFICATION – Matt Hawkins**

CONSENT CALENDAR

- a) Polk County Contract No. 25-111, Service Contract (Rosana Warren, Behavioral Health)**
- b) Polk County Contract No. 25-112, Service Contract (Rosana Warren, Behavioral Health)**
- c) Polk County Contract No. 25-114, City of Salem (Morgan Smith, County Counsel)**

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

Regular meetings of the Polk County Board of Commissioners convene at 9 a.m. each Wednesday morning. Any person wishing to bring a matter before the Board at one of these meetings may do so by mailing or delivering written notice, concisely describing the nature of the item, to the Board of Commissioners, Polk County Courthouse, Dallas, Oregon 97338, by noon on the preceding Thursday. Unless otherwise announced, meetings are held in the Main Conference Room of the Courthouse.

APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board shall schedule it accordingly.

PUBLIC HEARING FORMAT

Land Use

1. Chairman opens hearing.
 - a. Reading of hearing request or appeal statement.
 - b. Call for abstentions (ex parte contact or conflict of interest).
2. County staff presents background, summary and its recommendation (20-minute limit).
3. Applicant (Appellant) presents his/her case (15-minute limit).
4. Public testimony. Note that all testimony and evidence must be directed toward the applicable factual and legal criteria as identified in the record and/or during this hearing. Do not repeat previous testimony. Simply note for the record that you are in agreement with that earlier testimony. Your time to present testimony is limited. FAILURE TO RAISE AN ISSUE IN THIS HEARING, IN PERSON OR BY LETTER, OR FAILURE TO PROVIDE ADEQUATE SPECIFICITY TO AFFORD THE BOARD AN OPPORTUNITY TO RESPOND TO THE ISSUE MAY PRECLUDE LATER APPEAL TO LUBA ON THAT ISSUE.
 - a. Individuals in favor of the application or appeal.
 - b. Individuals against the application or appeal. At the discretion of the Chairman, an attorney, consultant, or other designated representative of two or more individuals may be allowed the combined time for each represented individual who does not speak, not to exceed 20 minutes. The Chairman may require proof of designation.
5. Rebuttal by Applicant (Appellant) (10-minute limit).
6. Questions from Board (discussion limited to individuals questioned by the Board).
 - a. Staff.
 - b. Applicant (Appellant).
 - c. Individuals testifying.
7. Chairman closes hearing and announces closing of Record.
8. Chairman announces date for deliberation and decision.
9. The Board's decision is deemed the final decision of Polk County. It may be appealed to LUBA within 21 days of its issuance in written form. The address and phone number of LUBA may be obtained from the Polk County Community Development Department and will also appear on the Notice of Decision which will be mailed to all persons who testify, submit comments, or print their name and address on the hearing attendance sheet at the back of the hearing room.

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES June 25, 2025

1. CALL TO ORDER & ATTENDANCE

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

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

2. ANNOUNCEMENTS

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

A public meeting of the Polk County Board of Commissioners will be held on June 25, 2025, at 9:00 A.M. in the Polk County Courthouse. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2025 as approved by the Polk County Budget Committee.

A public meeting of the Polk County 4-H, Master Gardener, Agriculture, Forestry, Extension District will be held on June 25, 2025 at 10:00 am at Polk County Courthouse Conference Room, Dallas, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2025 as approved by the Polk County 4-H, Master Gardener, Agriculture, Forestry, Extension District Budget Committee.

3. COMMENTS

Commissioner Pope wanted to state for the record that we are about to adopt the budget and once again there is no one from the public present for this meeting.

4. APPROVAL OF AGENDA

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

**ALL VOTED YES.
MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

5. APPROVAL OF MINUTES OF June 18, 2025

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON
SECONDED, TO APPROVE THE MINUTES OF June 18, 2025.**

**ALL VOTED YES.
MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

6. APPROVAL OF CONSENT CALENDAR

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

**ALL VOTED YES.
MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

7. RESOLUTION NO. 25-10, ADOPTION OF THE FY2025-2026 BUDGET

Greg Hansen, Administrative Officer, presented a memorandum to the Board along with Polk County Resolution No. 25-10, in the matter of appropriations of funds and imposing taxes for the fiscal year beginning July 1, 2025. Mr. Hansen provided a recap of the budget hearing that were held in April 2025 as well as the May 2025 meeting to tentatively approve the FY2025-2026 budget. Mr. Hansen talked about some minor changes that he had to make to the Fair Fund due to the levy failing in May 2025. Mr. Hansen went over a few other departments that have some other minor changes to their beginning fund balances and explained why those changes were made.

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE AND SIGN POLK COUNTY RESOLUTION NO. 25-10, ADOPTING THE ANNUAL BUDGET & TAX RATES FOR THE FISCAL YEAR 2025-2026.

Commissioner Gordon wanted to thank the budget officers for his hard work on this as well as the Finance Director, as it was stated that this was one of the most difficult budgets, they have ever had to work on for Polk County. Commissioner Pope wanted to emphasize to the public that we are adopting a budget during a legislative session that is currently in session with a potential tax increase is the highest increase we have ever seen and he wants the public to know that this is our best guess as to what is normal but if that passes, it could have a huge impact on our adopted budget. Mr. Hansen stated that yes, a budget is a planning document and we can't predict what the state is going to decide.

ALL VOTED YES.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

Matt Hawkins, Admin Services Director, asked the Board if he could switch item numbers 8 and 9 since the Assessor was present for the meeting and they said yes.

8. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admin Services Director, is recommending that the reclassification of an employee from an Appraiser II to an Appraiser III. Should the reclassification be approved, it would be effective July 1, 2025 and have an approx. impact of \$5,500 including PERS contribution should it be for 12 months.

APPROVED BY CONSENSUS OF THE BOARD.

9. NEW JOB SPECIFICATION, WAGE & RECLASSIFICATION – Matt Hawkins

Matt Hawkins, Admin Services Director, is recommending that the Board adopt a new job specification for a Human Resources Generalist and he is requesting that two employees be reclassified to this new job spec. Should both be approved, it would be effective July 1, 2025 and will end up being a savings for the Human Resources Department.

APPROVED BY CONSENSUS OF THE BOARD.

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

- a) Polk County Contract No. 25-102 (Amendment 6 to 24-36), OHA
(Rosana Warren, Behavioral Health)
- b) Polk County Contract No. 25-103, Medical Examiner
(Aaron Felton, District Attorney)
- c) Polk County Jail 2025 Inspection Report
(Morgan Smith, County Counsel)
- d) Polk County Contract No. 25-109, Oregon Health Authority
(Rosana Warren, Public Health)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:19 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



POLK COUNTY

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

BOARD OF COMMISSIONERS

Commissioners

CRAIG A. POPE
JEREMY GORDON
LYLER.MORDHORST

GREGORY P. HANSEN
Administrative Officer

TO: BOARD OF COMMISSIONERS

FROM: GREG HANSEN, ADMIN. OFFICER

DATE: July 2, 2025

SUBJECT: MASTER FEE SCHEDULE FY 2025-2026

RECOMMENDATION:

The Board review and adopt Resolution No. 25-11 involving the proposed countywide fee schedule for fiscal year 2025-2026.

ISSUE:

Should the County update and modify its current fee structure for providing services?

BACKGROUND:

In 1989, the County formally developed a master fee schedule. Since 1989, the County, as permitted under ORS, has annually revised its fee schedule to incorporate increased costs associated with providing these services.

This year all departments were sent a copy of their existing fees and were asked to make the necessary modifications and several departments sent in revisions.

ALTERNATIVES:

The following are alternatives:

1. Approve the draft master fee schedule.
2. Modify the draft fee schedule based upon discussions with the affected departments.
3. Make no changes and keep the existing fees for service.

FISCAL IMPACT:

The revenue generated from the proposed fees varies by department.

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5 **BEFORE THE BOARD OF COMMISSIONERS**
6 **FOR THE COUNTY OF POLK, STATE OF OREGON**
7

8 In the Matter of)
9 Fees for Services Performed)
10 By County Agencies)
11

12 **RESOLUTION 25-11**
13

14 **WHEREAS**, the Board of Commissioners has authority to prescribe fees for services by
15 County agencies, except where otherwise provided by State law; and
16

17 **WHEREAS**, the fees and charges imposed by Resolution No. 25-11 constitute incurred
18 charges as defined by subsection (2) (c.) of Section 11b, Article XI, Oregon Constitution, and as
19 such are not subject to the limitations of that section; and
20

21 **WHEREAS**, the Board finds it in the public interest annually to adopt by resolution a
22 comprehensive schedule of fees; now, therefore:
23

24 **THE POLK COUNTY BOARD OF COMMISSIONERS RESOLVE AS FOLLOWS:**
25

26 Sec. 1. Except as may otherwise be provided by State law, fees for services performed
27 by Polk County agencies beginning July 2, 2025, shall be as prescribed in Appendix "A" of this
28 resolution.
29

30 Sec. 2. The following Resolution is rescinded: 24-09.
31

32 Dated July 2nd, 2025 at Dallas, Oregon.
33

34 **POLK COUNTY BOARD OF COMMISSIONERS**
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38 _____
39 Craig Pope, Chair
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43 Lyle Mordhorst, Commissioner
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48 Jeremy Gordon, Commissioner
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51 Approved as to form:
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53 _____
54 Morgan Smith
County Counsel

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	Changes
Copies					
Machine-copier *	By Department	07/01/09	none	\$0.25 each page	
Computer Generated Printouts *	By Department	07/01/09	none	\$0.25 each page Owner Property printout no charge	
* If the request for copies is so extensive that the burden on the agency would substantially interfere with its operation, after consultation with County Counsel, the agency may impose a charge for the time of persons locating the requested records, reviewing them to delete exempt material, and supervising any preliminary inspection so as to protect the records. Fee will be calculated similar to Research Fee.					
Research					
Research (1 hour minimum) **	Res 12-10	07/11/12		\$60.00/hour/employee	
** Research Fee - unless otherwise stated by individual departments, the fee associated with research shall be (hourly wage + benefits) X 1.3 overhead (1 Hour Minimum)					
On-Line Forms (Non Polk County Forms)					
Accessing and Printing On-Line Forms	Res 12-10	07/11/12		\$1.00 per Page Minimum \$10.00	
Maps					
Map Charges	Res 12-10	07/11/12		Refer to IS/GIS Fee Schedule	
Mailing Charges	By Department	07/01/09	none	\$3.00/mail tube Refer to GIS Fee Schedule	
Statutory Fees					
Physician Certified Veteran's Late Filing Penalty	ORS 307.260 (1)(c)(B)	Unknown	\$10.00	5%/25%/50% of tax owed	
Personal/Real Property Return Late Penalty	ORS 308.295 (2)	09/23/98	5%/25%/50% of tax owed	Greater of \$200.00 or 1/10 of 1% of true cash value	
Tax Exempt Application Late Filing Penalty	ORS 307.162 (2)	Unknown	See current charge	\$200.00	
Small Tract Forestland Late Filing Fee	ORS 321.719(8)(a)(b)	Unknown	\$200.00	\$200.00	
Non-EFU Special Assessment Requalification	ORS 308A.089(2)(d)	07/01/10	See current charge	\$1 per \$1,000 RMV not less than \$10 or greater than \$250	
Creation/Modification of a District					
Creation of a new district	NEW	2025		\$2,000	
Creation of an Urban Renewal District	NEW	2025		\$2000 + \$10 per taxlot	
Modification/Amendment of an UR District	NEW	2025		\$1,000	
Enterprise Zone Late Filing					
Standard Enterprise Zone	ORS 285C.220	07/01/16	Per ORS	Per ORS	
Rural Renewable Energy Development	ORS 285C.220	07/01/16	Per ORS	Per ORS	
Electronic Commerce	ORS 285C.220	07/01/16	Per ORS	Per ORS	
Data Requests					
Standard data requests (defined queries & reports - paper print, FTP download, CD)	Res 12-10	07/11/12		\$90.00/hr - Refer to IS/GIS Fee Schedule	
Forestry					
Oregon Department of Forestry Fire Patrol Charge List	Res 16-12	07/01/16		\$50.00 per list	
Oregon Department of Forestry Surcharge List	Res 16-12	07/01/16		\$50.00 per list	
Oregon Department of Forestry Non-Assessable Owners List	Res 16-12	07/01/16		\$50.00 per list	
Forestry Request to Combine Accounts for Single Fire Patrol Charge	Res 12-10	07/11/12		\$25.00 - Each Combine	
Forestry Request to Remove Accounts from Single Fire Patrol Charge	Res 17-11	06/28/17		\$25.00 - Each Removal	
Forestry Withdrawal of Account from Fire Patrol	Res 12-10	07/11/12		\$10.00 per account	
Special Assessment					
Special Assessment Estimated Disqualification	Res 12-10	07/11/12	None	\$25.00 per Account	\$50
Special Assessment Application (EFU, NON EFU, DFL, STF, WLH)					\$100
Wildlife Habitat Special Assessment Requalification Fee					\$100
Open Space Application Fee - One application per contiguous parcels	Res 23-09	7/19/2023	None	\$750.00	\$1,000
District Requests for Value/Ratio Calculations 4 hour minimum	Res 17-11	06/28/17	None	\$75.00 per hour	
District Requests for Review of Documents 1 hour minimum	Res 17-11	06/28/17	None	\$75.00 per hour	
GASB 77 District Tax Abatement Calculations 1 hour minimum	Res 17-11	06/28/17	None	\$75.00 per hour	
Statutory - Manufactured Structures					
MS Ownership Document Processing	ORS 446.646	03/01/05	\$55.00	\$55.00	
MS Trip Permit	ORS 446.646	07/01/16	\$5.00/section	\$5.00/section	
Manufactured Structures - This County Fee is in Addition to Statutory Fees					
Ownership Document Processing	18-13	06/26/18	None	\$50	
Security Interest Holder Release	18-13	06/26/18	None	\$10 per unit	\$50
Trip Permit	18-13	06/26/18	None	\$75	\$10 per unit
Abandonment Processing	18-13	06/26/18	None	\$75	
Exempting from Title MS Processing	18-13	06/26/18	None	\$75	
Retitling Exempt MS Processing	18-13	06/26/18	None	\$25	\$75
Destroyed MS Processing	18-13	06/26/18	None	\$50	\$25
Moving MS - Inside County or Out of County	18-13	06/26/18	None	\$50	

Master Fee Schedule 2025-2025 Behavioral Health

No Changes

DMAP CODE	BEHAVIORAL HEALTH SERVICES MED MANAGEMENT	AUTH	LAST ADJUSTMENT	Rate	Notes
90792	Psych Eval w/ Med Services per Occurrence	Res 24-09	05/03/23	\$ 465.00	
90785	Interactive Complexity per Occurrence	Res 23-08	05/03/23	\$ 35.00	
99211-5	E/M Office Visit	Res 18-13	06/26/18	See Below	
99211	E/M Office Visit/Injection	Res 23-08	05/03/23	\$ 35.00	
99212	E/M Office Visit	Res 24-09	05/03/23	\$ 95.00	
99213	E/M Office Visit	Res 24-09	05/03/23	\$ 150.00	
99214	E/M Office Visit	Res 24-09	05/03/23	\$ 210.00	
99215	E/M Office Visit	Res 24-09	05/03/23	\$ 300.00	
90833	E/M Visit and Therapy Add On 16-37 mins	Res 23-08	05/03/23	\$ 120.00	
90836	E/M Visit and Ind Therapy Add On 38-52 mins	Res 23-08	05/03/23	\$ 170.00	
90838	E/M Visit and Ind Therapy Add On 53+ mins (add on)	Res 23-08	05/03/23	\$ 250.00	
90882	Consultation - Agency - per Occurrence	Res 23-08	05/03/23	\$ 115.00	
90887	Consultation - per Occurrence	Res 24-09	05/03/23	\$ 140.00	
99001	Specimen Collecting and Handling	Res 23-08	05/03/23	\$ 25.00	
H2010	Comp Med Training and Support per 15 mins	Res 23-08	05/03/23	\$ 40.00	
Q3014	Telemed Facility Fee	Res 23-08	05/03/23	\$ 35.00	
T1016	Case Management per 15 mins	Res 23-08	05/03/23	\$ 40.00	

DMAP CODE	BEHAVIORAL HEALTH SERVICES	AUTH	LAST ADJUSTMENT	Rate	Remove OP/CSS/MHC/JD
90791	Assessment/Update per Occurrence	Res 24-09	05/03/23	\$ 375.00	
90832	Ind Therapy 16-37 mins	Res 23-08	05/03/23	\$ 145.00	
90834	Ind Therapy 38-52 mins	Res 23-08	05/03/23	\$ 220.00	
90837	Ind Therapy 53+ mins	Res 23-08	05/03/23	\$ 270.00	
90846	Family Therapy w/ patient per Occurrence	Res 24-09	05/03/23	\$ 275.00	
90847	Family Therapy w/patient per Occurrence	Res 24-09	05/03/23	\$ 300.00	
90849	Multifamily Group Therapy per Occurrence	Res 24-09	05/03/23	\$ 95.00	
90853	Group Therapy per Occurrence	Res 24-09	05/03/23	\$ 90.00	
90882	Consultation - Agency - per Occurrence	Res 23-08	05/03/23	\$ 115.00	
90887	Consultation - per Occurrence	Res 24-09	05/03/23	\$ 140.00	
H0004	Ind Behavioral Support/CAMS per 15 minutes	Res 24-09	06/26/18	\$ 45.00	
H0032	MH Service Plan Development per Occurrence	Res 24-09	06/26/18	\$ 225.00	
H0038	Self Help/Peer Services, per 15 mins (Ind/Group)	Res 24-09	06/26/18	\$ 35.00	
H0039	Assertive Community Treatment per 15 mins	Res 24-09	05/03/23	\$ 95.00	From ACT
H2000	CANS Mental Health Assessment per Occurrence	Res 24-09	06/26/18	\$ 150.00	
H2011	Crisis Intervention per 15 mins	Res 24-09	05/03/23	\$ 300.00	From Crisis
H2021	Wraparound Services Array per 15 mins	Res 24-09	05/03/23	\$ 100.00	
H2014	Skills Training/Dev per 15 mins (Ind/Group)	Res 23-08	05/03/23	\$ 30.00	
H2018	Per Diem Rate - CSSE/ECS FFS Billing (State of Oregon Only)	Res 23-08	05/03/23	\$ 250.00	
H2021	Wraparound Services Array per 15 mins	Res 24-09	05/03/23	\$ 100.00	From Wrap
H2023	Supported Employment per 15 mins	Res 18-13	06/26/18	\$ 52.00	From EASA
T1016	Case Management per 15 mins	Res 23-08	05/03/23	\$ 40.00	
T1023	Level of Determination - per Occurrence	Res 24-09	05/03/23	\$ 150.00	
T2011	PASSR Evaluation - Level 2- per Occurrence	Res 24-09	05/03/23	\$ 700.00	

Master Fee Schedule 2025-2025 Behavioral Health
No Changes

DMAP CODE H0039	BEHAVIORAL HEALTH SERVICES ACT Assertive Community Treatment per 15 mins	AUTH Res 24-09	LAST ADJUSTMENT 05/03/23	Rate All Credentials/Locatio ns \$ 95.00	Moved to BH
DMAP CODE H2021	BEHAVIORAL HEALTH SERVICES WRAP Wraparound Services Array per 15 mins	AUTH Res 24-09	LAST ADJUSTMENT 05/03/23	Rate All Credentials/Locatio ns \$ 100.00	Moved to BH

Master Fee Schedule 2025-2025 Behavioral Health

No Changes

DMAP CODE	BEHAVIORAL HEALTH SERVICES CRISIS/MRCT	AUTH	LAST ADJUSTMENT	Rate All Credentialed/Location	
H2011	Crisis Intervention per 15 mins	Res 23-08	05/03/23	\$ 300.00	Moved to BH

DMAP CODE	PREVENTION AND ADDICTION SERVICES	AUTH	LAST ADJUSTMENT	Rate All Credentialed/Location	No Changes
H0001	Assessment per Occurrence	Res 24-09	05/03/23	\$ 390.00	
H0032	Service Plan Development per Occurrence	Res 23-08	05/03/23	\$ 225.00	
H0004	Individual Therapy per 15 minutes	Res 23-08	05/03/23	\$ 65.00	
H0005	Group Therapy per Occurrence	Res 23-08	05/03/23	\$ 82.50	
H0006	Case Management per 15 mins	Res 23-08	05/03/23	\$ 35.00	
T1016	Case Management per 15 mins	Res 24-09		\$ 35.00	New
T1006	Family Therapy w/patient per Occurrence	Res 23-08	05/03/23	\$ 175.00	
H0038	Self-Help/Peer Services - per 15 minutes	Res 23-08	05/03/23	\$ 35.00	
H0048	UA Sample Collection	Res 23-08	05/03/23	\$ 25.00	
H2014	Skills Training per 15 Minutes	Res 24-09		\$ 40.00	New
90887	Consult	Res 23-08	05/03/23	\$ 135.00	

HEALTH SERVICES - OTHER FEES	AUTH	LAST ADJUSTMENT	Rate All Credentialed/Location
Misc Form or Correspondence - each	Res 18-13	06/26/18	\$25.00
Photocopying	Res 18-13	06/26/18	\$2.50 - 1st/\$0.25 addl
Records Requests handled by Healthport	Res 18-13	06/26/18	Fees set by outside agency
Urinalysis Screening handled by Ingenuity	Res 18-13	06/26/18	Fees set by outside agency

Master Fee Schedule 2025-2026 Circuit Court

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Charge
Mediation Fees	ORS 21.112	6/25/2008	none	\$80.00	\$120.00
Copying fees					
Hard Copies	Res 12-10	07/11/12		Copy is \$0.25 a page. Certified is an additional \$5.00 CD copy is \$10.00 Fax copy is \$2.00 first page and \$1.00 each additional	
Electronic Copies	ORS 21.258	7/1/2016		\$9.00 Electronic Copy	
Scanning Fees	ORS 21.258	7/1/2016		\$3.00 per request	

Master Fee Schedule 2025-2026 Clerk

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Changes
Solemnizing Marriage	ORS 205.320 Res 17-11	06/28/17	\$105.00	\$117.00	
Copies (includes a \$3.75 search fee)	ORS 205.320 Res 89-2	1989	none	\$0.25	\$4.00 1st page - .25 cents per page after first page
Recording, per page	ORS 205.320	Unknown	\$5.00	\$5.00	
Certification	ORS 205.320	Unknown	\$3.75	\$3.75	
Marriage License & Domestic Partnerships	ORS 205.320	Unknown	\$25.00	\$25.00	\$35.00
Election Expenses	ORS 255.305 Sec. Of State Admin. Rule	Unknown	actual bill cost	actual bill cost	
Voter Lists	OAR 165.002.0020	08/09/06	\$500.00	\$25.00 set-up fee plus .00025/voter	
Location Notices	PC Code 14.115	Unknown	none	\$5.00/page	
Affidavits of Annual Labor	PC Code 14.120	Unknown	none	\$5.00/page	
Certificates of Mine Ownership	PC Code 14.125	Unknown	none	\$5.00/page	
Plats approved by BOC - Clerk's fee (2)	ORS 205.350	Unknown	none	\$5.00	
Plats for Recording (2)					
20 lots or less	ORS 205.350	Unknown	none	\$15.00	
21 through 29	ORS 205.350	Unknown	none	\$20.00	
30 through 49	ORS 205.350	Unknown	none	\$25.00	
50 through 74	ORS 205.350	Unknown	none	\$30.00	
75 through 100	ORS 205.350	Unknown	none	\$35.00	
over 100 lots	ORS 205.350	Unknown	none	\$35.00*	
*plus \$.35 per lot over 100				\$11.00	
*plus Assessment/Taxation/OLIS Fee	Res 01-21	08/29/01			
Plat Vacation Fee Collected from City for Survey by Clerk	ORS 271.230	10/04/00	none	\$20.00	
Affidavits (of correction)	Res 00-18	10/04/00	none	\$26.00/first page	
Recording per page	Res 95-22	08/02/95	none	\$5.00	
Correction	Res 02-20	07/31/02	none	\$26.00/first page	
Post-Monument Action	Res 02-20	07/31/02	none	\$26.00/first page	
(1) State form fee file for reference					
(2) Assessor's Office collects these fees.					

Proposed New Fees:
Marriage License or Domestic Partnership 3 Day Waiver \$25.00

Amend Marriage License or Domestic Partnership \$25.00
Process Marriage Consent Form \$10.00
Duplicate Ceremonial Certificate \$10.00
Duplicate Marriage License & Packet \$25.00
Staff Witness for Ceremony (per witness) \$10.00
PVAB (formerly BOPTA) Petition \$40.00

Admin Fee / Recording (on docs we can charge by law)

\$1, per doc

Master Fee Schedule 2025-2026 Community Development					
CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
BUILDING DIVISION					
Farm Exempt Structure Site Plan Review	Res 24-09	06/26/24		\$63.00	\$90.00
Building Permits:					
Fee for Inspection/Reinspection	Res 24-09	06/26/24		Updated Table 1	
Fee for Special Inspection (2 hour Minimum)	Res 24-09	06/26/24		Updated Table 1	
Building Valuation	OAR 918-050-0100	07/28/21	Current ICC	Updated Table 1	
Building Permit Plan Review	ORS 455.210, OAR 918-050-0100	06/26/24		Updated Table 1	
Building Permit Fire Life and Safety Review	ORS 455.210, OAR 918-050-0100	06/26/24		Updated Table 1	
Development Surcharge (For Planning Services)	Res 14-08	07/02/14		0.1% of valuation or Planning Check For Building Permit fee (whichever is greater)	
Manufactured and Prefabricated Structures	OAR 918-050-0130 Res 20-08	06/26/24	BOC Resolution as per State	Table 5	
Manufactured Dwelling Park, RV Park, & Organization Camp	OAR 918-600-0005, OAR 918-650-0000 Res 20-08	06/26/24		Table 6	Table 5 (Sub Table 7)
Manufactured Dwelling Storage Compliance Review	Res 22-08	06/26/24		\$119.11 (Please do not round)	
Plumbing Permits	OAR 918-050-0100, OAR 918-050-0150 Res 20-08	06/26/24		Table 2	
Mechanical Permits	OAR 918-050-0100, OAR 918-050-0140 Res 20-08	06/26/24		Table 4	
Electrical Permits	ORS 479.8710, ORS 479.845, OAR 918-050-0120, OAR 918-309-0000 Res 11-10	06/26/24		Updated Table 3	
Electrical Permit Plan Review	ORS 479.870, ORS 479.845, OAR 918-050-0120, OAR 918-309-0000 Res 16-12	06/26/24		Updated Table 3	
Master Permit Sign-up	OAR 918-309-0100 Res 21-10	06/26/24	\$100.00	Updated Table 3	
Master Permit Inspection	OAR 918-309-0100 Res 21-10	06/26/24	none	Updated Table 3	
Prescriptive Solar	OAR 918-050-0180 Res 21-10	06/26/24		Table 6	Table 1 (Section 3)
Miscellaneous:					
Post Construction Stormwater Plan Review	Res 22-08	07/27/22	none	\$625.00	
Refund Processing Fee	Res 24-09	06/26/24		See Table 1	
Permit Transfer Fee	Res 24-09	06/26/24		See Table 1	
Admin Fee for Permit Renewals	Res 24-09	06/26/24	none	See Table 1	
Weed Control:					
Mowing of lots Salem UGB	Res 11-10	06/29/11	none	Cost incurred with \$100.00 minimum	
ENVIRONMENTAL HEALTH DIVISION					
Site Evaluations:	OAR 340			Current Fee (W/ SC)	Proposed 25-26 Fee (W/ SC)
Residential Site Evaluation	Res 24-09	06/26/24	\$819.00	\$909.00	\$945
Additional	Res 24-09	06/26/24	\$819.00	\$703.00	\$820
Commercial					
1st 1000 gallons	Res 24-09	06/26/24	\$819.00	\$909.00	\$945
each 500 gallons	Res 24-09	06/26/24	\$212.00	\$198.00	\$207
Onsite Permits (up to 1000 gal):	OAR 340				
Standard	Res 24-09	06/26/24	\$1,214.00	\$1,184.00	\$1,232
Alternative Treatment Technologies	Res 24-09	06/26/24	\$1,488.00	\$1,602.00	\$1,669
Cap	Res 24-09	06/26/24	\$1,488.00	\$1,535.00	\$1,599
Gray Water	Res 24-09	06/26/24	\$539.00	\$600.00	\$622
Pressure	Res 24-09	06/26/24	\$1,488.00	\$1,602.00	\$1,669
Redundant	Res 24-09	06/26/24	\$1,214.00	\$1,184.00	\$1,232
Sand Filter	Res 24-09	06/26/24	\$1,832.00	\$1,602.00	\$1,669
Seepage	Res 24-09	06/26/24	\$1,214.00	\$1,184.00	\$1,232
Steep	Res 24-09	06/26/24	\$1,214.00	\$1,184.00	\$1,232
Holding Tanks	Res 24-09	06/26/24	\$1,041.00	\$742.00	\$770
Dewatering	Res 24-09	06/26/24	\$1,488.00	\$1,602.00	\$1,669
Each additional 500 gallons	Res 24-09	06/26/24	\$93.00	\$107.00	\$112
Reinspection after 1st	Res 24-09	06/26/24	\$120.00	\$117.00	\$122
Extra charge per pump (except sand filter & pressure)	Res 24-09	06/26/24	\$77.00	\$75.00	\$78

Master Fee Schedule 2025-2026 Community Development					
CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
Commercial Plan Review:	OAR 340				
				Current Fee (W/ SC)	Proposed 25-26 Fee (W/ SC)
Up to 1000 gallons	Res 24-09	06/26/24	\$487.00	\$406.00	\$419
for each 500 gallons	Res 24-09	06/26/24	\$87.00	\$75.00	\$78
Renewal, Transfer, Reinstatement (Before permit expires):					
				Current Fee (W/ SC)	Proposed 25-26 Fee (W/ SC)
No field work	Res 24-09	06/26/24	\$183.00	\$255.00	\$255
Field work	Res 24-09	06/26/24	\$627.00	\$672.00	\$697
Alteration:	OAR 340				
Major	Res 24-09	06/26/24	\$665.00	\$792.00	\$822
Minor	Res 24-09	06/26/24	\$318.00	\$430.00	\$444
Repair:	OAR 340				
Major	Res 24-09	06/26/24	\$644.00	\$744.00	\$772
Minor	Res 24-09	06/26/24	\$308.00	\$418.00	\$432
Authorization Notice:	OAR 340				
No field work	Res 24-09	06/26/24	\$193.00	\$306.00	\$315
Field work	Res 24-09	06/26/24	\$752.00	\$783.00	\$813
Other Onsite Permitting Fees:					
				Current Fee (W/ SC)	Proposed 25-26 Fee (W/ SC)
Annual Report Evaluation Fee for Holding Tank Evaluation	Res 24-09	06/26/24	\$36.00	\$37.00	\$39
Annual Report Evaluation Fee for Sand Filter, RGF, ATT	OAR 340 Res 24-09	06/26/24	\$72.00	\$73.00	\$76
Pumper Truck Inspection	OAR 340 Res 24-09	06/26/24	\$120.00	\$123.00	\$129
Each additional vehicle	OAR 340 Res 24-09	06/26/24	\$60.00	\$62.00	\$65
Existing System Evaluation Report Fee	OAR 340 Res 24-09	06/26/24	\$771.00	\$802.00	\$833
Annual Hardship Evaluation, if field visit required	OAR 340 Res 24-09	06/26/24	\$397with field visit / \$120 no field visit	\$389 with field visit / \$125 no field visit	
Alternative System Inspection	OAR 340 Res 24-09	06/26/24	\$636.00	\$616.00	\$638
Holding Tank Inspection	OAR 340 Res 24-09	06/26/24	\$463.00	\$440.00	\$455
Licensed Facilities:					
Restaurants: (licensed on an annual basis) Full Serve (# of seats)	ORS 624.020 SB 28 (2019)				
0-15	Res 24-09	06/26/24	\$530.00	\$572.00	\$601
16-50	Res 24-09	06/26/24	\$600.00	\$647.00	\$679
51-150	Res 24-09	06/26/24	\$700.00	\$755.00	\$793
151+	Res 24-09	06/26/24	\$770.00	\$830.00	\$872
Oct. 1 - Dec. 31 (1/4 year)	Res 04-19	08/04/04		50% discount	
License Reinstatement	HB3156 (2003) Res 03-18	07/30/03	License fee plus \$100.00/month late	License fee plus \$100.00/month late	License fee plus \$100.00/month late
Commissary	ORS 624.020	06/26/24	\$350.00	\$378.00	\$397
Each reinspection after 1st inspection	SB 28 2019 Res 24-09	06/26/24	none	\$162.00	\$170
Limited Service	ORS 624.020 SB 28 2019				
Full Year	Res 24-09	06/26/24	\$335.00	\$361.00	\$379
October - December	HB3156 (2003) Res 24-09	06/26/24	none	\$117.00	\$123
Warehouse	OAR 624.020 SB 28 2019	06/26/24	\$180.00	\$194.00	\$204
Mobile Unit	ORS 624.020 SB 28 2019	06/26/24	\$255.00	\$289.00	\$303
Vending - # of units	OAR 624.020 SB 28 2019				
1-10 units	Res 24-09	06/26/24	\$90.00	\$97.00	\$102
11-20 units	Res 24-09	06/26/24	\$140.00	\$151.00	\$159
21-30 units	Res 24-09	06/26/24	\$200.00	\$216.00	\$227
31-40 units	Res 24-09	06/26/24	\$300.00	\$324.00	\$340
41-50 units	Res 24-09	06/26/24	\$320.00	\$346.00	\$363
51-75 units	Res 24-09	06/26/24	\$330.00	\$356.00	\$374
over 75 units	ORS 624.630	08/04/04	ORS CAP		

Master Fee Schedule 2025-2026 Community Development					
CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
Temporary Restaurants	ORS 624.020 SB 28 2019				
Pre-licensed before event 1 Day	Res 24-09	06/26/24	\$50.00	\$58.00	\$60
Pre-licensed before event 2-3 Day	Res 24-09	06/26/24	\$75.00	\$85.00	\$89
Pre-licensed Intermittent and Seasonal	Res 24-09	06/26/24	\$75.00	\$85.00	\$89
Additional fee if licensed at event	Res 24-09	06/26/24	none	\$122.00	\$128
Benevolent	Res 24-09	06/26/24	NA	\$45.00	\$47
Temporary for Licensed Mobile Unit	ORS 624.650 Res 14-08	07/02/14	\$25.00	\$25.00	\$25.00
Temporary Restaurant Operational Plan Review	ORS 624 SB 28 2019	07/03/19	\$100.00	\$100.00	\$100.00
Swimming Pool / Spa	ORS 448.035 SB 28 2019	07/03/19	\$275.00	\$320.00	\$320.00
Additional pool or spa at same location		07/03/19	60.00%	\$192.00	\$192.00
Tourist Accommodations (# of rooms or spaces)	OAR 333-029-0115, ORS 446.320				
1-50	Res 22-08	07/27/22	\$100.00 + \$3.00/space	\$87 + \$3.00/space	\$100 + \$3.00/space
51-100	Res 22-08	07/27/22	\$2.00/space	\$228 + \$2.40/space for spaces 51-100	\$250 + \$2.00/space
101+	Res 22-08	07/27/22	\$1.00/space	\$327 +\$1.72space for spaces 101+	\$350 + \$1.00/space
Organizational Camp	ORS 446.425 Res 22-08	07/27/22	none	\$242.00	\$254
Bed & Breakfast	ORS 624.020 SB 28 2019	07/27/22	\$200.00	\$206.00	\$206
Child Care	ORS 624.630 Res 22-08				
Child Care		07/27/22	none	\$175.00	\$184
Center floor plan review (new/remodel)	OAR 414-300-0010(8)		none		\$200
Certified home floor plan review (new/remodel)	New		none		\$100
Reinspection	New				\$162
School Food Service					
Prep Site	Res 24-09	06/26/24	none	\$230.00	\$242
Serve Only	Res 24-09	06/26/24	none	\$190.00	\$200
Reinspect	Res 24-09	06/26/24	none	\$154.00	\$162
Water Systems					
Evaluation, sample, and technical assistance	Res 24-09	06/26/24	none	\$154.00+lab fee	\$162.00+lab fee
Evaluation and technical assistance	Res 24-09	06/26/24	none	\$121.00	\$127
With existing sewage system evaluation	Res 24-09	06/26/24	none	\$90.00 + lab fee	\$96
With private sources for licensed facility	Res 24-09	06/26/24	none	\$121.00	\$127
Plan Reviews for Restaurants/Tourist Facilities:	ORS 624.630 SB 28 2019				
Remodel full service restaurant		07/03/19	\$225.00	\$225.00	\$225.00
Remodel other than full service restaurant		07/03/19	\$100.00	\$100.00	\$100.00
Initial construction full service restaurant		07/03/19	\$400.00	\$400.00	\$400.00
Initial construction bed and breakfast		07/03/19	\$190.00	\$190.00	\$190.00
Initial construction commissary		07/03/19	\$240.00	\$240.00	\$240.00
Initial construction warehouse		07/03/19	\$150.00	\$150.00	\$150.00
Initial construction limited service restaurant		07/03/19	\$220.00	\$220.00	\$220.00
Initial construction mobile unit		07/03/19	\$400.00	\$400.00	\$400.00
Planning Application Review	Res 24-09	06/26/24	none	\$51.00	\$54.00
Food Handler Card	ORS 624.570	07/03/13		\$10.00	\$10.00
Food Handler Replacement Card	Res 14-08	07/02/14	none	\$5.00	\$5.00
Food handler study guide	Res 19-10	07/03/19	none	\$3.00	\$3.00
Kennel License					
Application Fee	Res 24-09	06/26/24	none	\$146.00	\$153
Reinstatement of License	Res 24-09	06/26/24	none	\$84.00	\$88
Fee per dog, not exceeding 10 dogs	Res 22-08	07/27/22	none		
Fee per dog, exceeding 10 dogs	Res 22-08	07/27/22	none		
Fee for service not listed (fee per hour)	Res 24-09	06/26/24	none	\$157.00	\$165
Refund Processing Fee	Res 24-09	06/26/24	none	\$54.00	\$56.00
PLANNING DIVISION (Does not include EH Review Fee)					
Comprehensive Plan Amendment					
Without Exception	Res 24-09	06/26/24	none	\$3,035.00	\$3,186.00
With One Exception	Res 24-09	06/26/24	none	\$5,785.00	\$6,075.00
Each Additional Exception	Res 24-09	06/26/24	none	\$2,200.00	\$2,310.00
Legislative Amendment	Res 24-09	06/26/24	none	\$2,982.00	\$3,130.00
Goal Exception Only (one only)	Res 24-09	06/26/24	none	\$5,785.00	\$6,075.00
Each Additional Exception	Res 24-09	06/26/24	none	\$2,200.00	\$2,310.00
UGB Expansion	Res 24-09	06/26/24	none	\$7,875.00	\$8,270.00

Master Fee Schedule 2025-2026 Community Development					
CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
Zone Change					
Zone Change Only	Res 24-09	06/26/24	none	\$2,982.00	\$3,130.00
With Plan Amendment	Res 24-09	06/26/24	none	\$4,225.00	\$4,435.00
Plan Amendment with One Exception	Res 24-09	06/26/24	none	\$7,455.00	\$7,820.00
Floodplain Letter of Map Revision (hearing required)	Res 24-09	06/26/24	none	\$2,236.00	\$2,350.00
Conditional Use					
Home Occupation / Cottage Industry	Res 24-09	06/26/24	none	\$976.00	\$1,025.00
Communications Tower	Res 24-09	06/26/24	none	\$2,425.00	\$2,545.00
Commercial Power Generating Facilities	Res 24-09	06/26/24	none	\$2,257.00	\$2,370.00
Solid Waste Disposal Site	Res 24-09	06/26/24	none	Cost of Service with \$1,705 Deposit	\$1,790.00
Commercial Activity in Conjunction with Farm Use	Res 24-09	06/26/24	none	\$976.00	\$1,025.00
Winery (with Full Service Resturant More than 25 days)	Res 24-09	06/26/24	none	\$2,257.00	\$2,370.00
All other without a hearing	Res 24-09	06/26/24	none	\$920.00	\$966.00
All other hearing required	Res 24-09	06/26/24	none	\$2,441.00	\$2,563.00
Partition/Subdivision					
Resource Zoning District (EFU, TC, F/F)	Res 24-09	06/26/24	none	\$1,180.00	\$1,240.00
Non-resource Zoning District	Res 24-09	06/26/24	none	\$1,180.00	\$1,240.00
Final Partition Plat Review	Res 24-09	06/26/24	none	\$210.00	\$220.00
Subdivision	Res 24-09	06/26/24	none	\$2,903 + \$32 per lot fee	\$3,483 + \$38 per lot fee
Subdivision Final Map Check	Res 24-09	06/26/24	none	\$1,202.00	\$1,262.00
Exception to Subdivision Ordinance Standard	Res 24-09	06/26/24	none	\$441.00	\$463.00
Planned Unit Development	Res 24-09	06/26/24	none	\$2,903 + \$32 per lot fee	\$3,483 + \$38 per lot fee
Planned Unit Development Final Map Check	Res 24-09	06/26/24	none	\$855.00	\$900.00
Recognizing Improperly Formed Parcel	Res 24-09	06/26/24	none	Cost of Service with \$1,705 Deposit+ final PP Review	
Property Line Adjustment					
Property Line Adjustment Administrative	Res 24-09	06/26/24	none	\$598.00	\$625.00
Ministerial (Mutual Consent)	Res 24-09	06/26/24	none	\$220.00	\$230.00
Land Use Determination					
Communication Tower	Res 24-09	06/26/24	none	\$2,147.00	\$2,255.00
Wind Tower Type II	Res 24-09	06/26/24	none	\$598.00	\$625.00
Billboards (not CUP)	Res 24-09	06/26/24	none	\$394.00	\$413.00
Home Occupation (not CUP)	Res 24-09	06/26/24	none	\$451.00	\$473.00
Farm Stand	Res 24-09	06/26/24	none	\$510.00	\$535.00
Utility Facility (not communications tower)	Res 24-09	06/26/24	none	\$1,181.00	\$1,240.00
Winery (with 5 event ministerial license if included in application)	Res 24-09	06/26/24	none	\$976.00	
School or Church	Res 24-09	06/26/24	none	\$693.00	\$727.00
Similar Use Decision	Res 24-09	06/26/24	none	\$336.00	\$355.00
Farm Processing Facility	Res 24-09	06/26/24	none	\$693.00	\$727.00
Model airplane takeoff and landing site	Res 24-09	06/26/24	none	\$336.00	\$355.00
Floodplain Determination no hearing	Res 24-09	06/26/24	none	\$635.00	\$665.00
Floodplain Development	Res 24-09	06/26/24	none	\$667.00	\$700.00
Solid Waste Disposal Site	Res 24-09	06/26/24		Cost of Service with \$1,705 Deposit	
Winery 5 Year Event Permit	Res 24-09	06/26/24	None	\$976.00	
Dwellings					
Farm Dwelling (\$80,000 on H.V., \$40,000 non-H.V., Accessory Farm, Family Farm Help)	Res 22-08	07/27/22	none	\$926.00	\$972.00
Forest Dwelling (Template Test)	Res 24-09	06/26/24	none	\$1,181.00	\$1,240.00
Sales Capability, Small Tract HV	Res 24-09	06/26/24	none	\$2,016.00	\$2,116.00
Non-farm dwelling	Res 24-09	06/26/24	none	\$2,593.00	\$2,723.00
Lot of Record (Dwelling) - Determination (Farm Forest)					
No Hearing	Res 24-09	06/26/24	none	\$926.00	\$972.00
With Hearing - High Value Soils	Res 24-09	06/26/24	none	\$2,441.00	\$2,563.00
Hardship Dwelling					
Forest / Farm Forest Zones	Res 24-09	06/26/24	none	\$861.00	\$900.00
EFU zone	Res 24-09	06/26/24	none	\$735.00	\$770.00
Not in Resource Zone	Res 24-09	06/26/24	none	\$504.00	\$525.00
Renewal - Hardship Dwelling					
Within 30 days of expiration	Res 22-08	07/27/22	none	\$20.00	
Beyond 30 days of expiration	Res 22-08	07/27/22	none	\$75.00	
Replacement Dwelling					
Replacement Dwelling (Farm Zone)	Res 24-09	06/26/24	none	\$393.00	\$450.00
Replacement Dwelling (Forest Zone)	Res 24-09	06/26/24		\$520.00	\$550.00
Admin Review					
In UGB (except as listed elsewhere)	Res 24-09	06/26/24	none	\$383.00	\$402.00
Out UGB (except as listed elsewhere)	Res 24-09	06/26/24	none	\$336.00	\$352.00
Administrative Review Site Plan Review / Amendments	Res 24-09	06/26/24	none	\$394.00	\$410.00
Parcel Status Determination	Res 24-09	06/26/24	none	\$383.00	\$402.00
All other (hearing required)	Res 24-09	06/26/24		\$2,593.00	\$2,722.00

Master Fee Schedule 2025-2026 Community Development					
CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP/STATE FEE	CURRENT CHARGE	NEW FEE
Nonconforming Use					
Hearing Required	Res 24-09	06/26/24	none	\$2,593.00	\$2,722.00
No Hearing Required	Res 24-09	06/26/24	none	\$441.00	\$463.00
Historic Building Alteration or Removal (Hearing Required)	Res 24-09	06/26/24	none	\$330.00	\$345.00
Planning Check for Building Permit					
Residential	Res 24-09	06/26/24	none	\$86.00	\$90.00
Commercial	Res 24-09	06/26/24	none	\$180.00	\$189.00
Variance					
Administrative Variance	Res 24-09	06/26/24	none	\$441.00	\$475.00
Full Variance	Res 24-09	06/26/24	none	\$2,593.00	\$2,722.00
Floodplain Variance by Building Official	Res 24-09	06/26/24	none	\$871.00	\$914.00
Ministerial					
Significant Resources Management Plan	Res 24-09	06/26/24		\$86.00	\$90.00
Land Use compatibility sign off (LUCS)	Res 24-09	06/26/24	none	\$44.00	\$45.00
Site plan \ Conditions of approval review	Res 24-09	06/26/24	none	\$220.00	\$231.00
Single day agritourism event	Res 24-09	06/26/24	none	\$131.00	\$138.00
Ministerial (new service)	Res 24-09	06/26/24	none	\$120.00	\$126.00
Appeals					
Appeal - Planning Director decision	Res 19-10	07/03/19	none	\$250.00	
Appeal - Hearings Body decision	Res 22-08	07/27/22	none	\$2,593.00	\$2,722.00
Land Use Board of Appeals remand reconsideration	Res 24-09	06/26/24	none	\$2,389.00	\$2,508.00
Service Fees					
Extensions	Res 24-09	06/26/24	none	\$108.00	\$110.00
Re-Notice (at applicant's request)	Res 24-09	06/26/24	none	\$208.00	\$218.00
Plus Legal Ad Publishing (if needed)	Res 22-08	07/27/22	none		
Pre-application Conference		06/25/08	none		
Peer Review		07/30/03	none	Cost of Service	
Fee for services not listed (2 hour minimum)	Res 24-09	6/26/2024	none	\$131.00/hr	\$138.00/hr
Fast Track (excluding CUP, based on staff availability)	BOC	n/a	none		
Research (2 hour minimum)	Res 24-09	6/26/2024		\$131.00/hr	\$138.00/hr
Planning letter with no research	Res 20-08	07/01/20	none		\$90.00
Request for Hearing determination (deposit, fee based on actual cost, applicant may receive a refund)	ORS 215.416.11.b Res 19-10	07/03/19	none		
Zoning Ordinance	Res 24-09	6/26/2024	none	\$341.00	\$360.00
Comp Plan & Map	Res 24-09	6/26/2024	none	\$341.00	\$360.00
ZC & CP Annual Subscription Fee (paper only)	Res 24-09	6/26/2024	none	\$341.00	\$360.00
Map Copies (see GIS for all map charges)					
Refund Processing Fee	Res 24-09	6/26/2024	none	\$54.00 base processing fee plus staff time	\$56.00 base processing fee plus staff time
Measure 37/49					
Measure 37/49 Processing Claim	Res 06-14	08/09/06	none		
Measure 49 Vesting Determination (not land use)	Res 24-09	6/26/2024	none	\$1,632.00	\$1,800.00
Post Measure 37/49 land use - cost of application plus special research fee indicated	Res 24-09	6/26/2024		\$467.00	\$490.00
Miscellaneous:					
Floodplain Development Permit for Building Permits	By Department	6/26/2024	none	\$125.00	\$131.00
FEMA PICM Review	New		none		\$402.00
Winery Event Permit 5 Year	Res 24-09	6/26/2024	none	\$877	\$921
Street Naming / Renaming	Res 22-08	07/27/22	none		
Land Use action not listed in current schedule	Res 24-09	6/26/2024	none	\$682.00 staff \$2,441.00 Hearing	\$716.00 staff \$2,722.00 Hearing
Soils Analysis - Geographical overlay and statistical summary	Res 20-08	07/01/20	none	\$25.00	
Buffer Analysis - Map & list of owners	Res 20-08	07/01/20	none	\$25.00	
Template Test - Map & list of owners w/ 160 acre block	Res 20-08	07/01/20	none	\$45.00	
Land Capability Test - Map & list of owners w/ 1 mile	Res 20-08	07/01/20	none	\$45.00	
Complex Land Use Test	Res 20-08	07/01/20	none	\$190.00	\$199.00
Owners Label List (< 1,000 tax lots)	Res 20-08	07/01/20	none	\$25.00	\$26.00
County Zoning Ordinance (CD-Rom)	Res 20-08	07/01/20	none	\$160.00	\$170.00
Licenses:					
Winery 5 year license	Res 24-09	6/26/2024	none	\$489.00	\$231.00
Ministerial Land Use License (Not Land Use Decision)	Res 24-09	6/26/2024	none	\$120.00	\$126.00
Business License					
Motor Vehicle Division (dealer, wrecking, junk yard)	Res 24-09	6/26/2024	none	\$120.00	\$126.00
Second Hand / Junk Dealers	Res 24-09	6/26/2024	none	\$145.00	\$150.00
Dance Halls					
Per day	Res 24-09	6/26/2024	none	\$300.00	\$350.00
Per year	Res 24-09	6/26/2024	none	\$430.00	\$450.00
Circus	Res 24-09	6/26/2024	none	\$606.00	\$693.00
Traveling Show	Res 24-09	6/26/2024	none	\$845.00	\$887.00
Name / Address Change	Res 24-09	6/26/2024	none	\$80.00	\$85.00
OLCC Liquor / Marijuana License					
Original license	ORS 471.166	n/a	\$100.00		
Change in ownership, location, or privilege	ORS 471.166	n/a	\$75.00		
Renewal or temporary license	ORS 471.166 Res 24-09	07/27/22	\$35.00	\$20.00	
Election Signs	Orn 88-26 Res 89-17	04/05/89	none	No charge	

Master Fee Schedule 2025-2026 Community Corrections

Appendix A

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	Changes
Maintenance Fee	Res 18-13	06/26/18	none	\$25.00	\$50.00
DNA Swab Kit (Felony Cases Only)	Res 20-08	07/01/20		\$10.00	\$20.00
Electronic Monitoring	Res 18-13	06/26/18		\$25.00/day	Remove (same as GPS)
Urinalysis test swab	Res 06-14	08/09/06		\$25.00	\$30.00
UA (violation)	Res 14-08	07/02/14		\$25.00/each	\$15.00/ea
Polygraphs					
Maintenance	Res 21-10	07/28/21		\$240	\$350.00
Full Disclosure	Res 21-10	07/28/21		\$360	\$350.00
Interstate Compact	Res 04-19	08/04/04		\$100.00	\$200
Transfer Fee (out of County)	Res 22-08	07/27/22	none	\$0.00	\$40.00
Travel Permit	Res 15-14	06/24/15		\$25.00	\$40.00
Short Term Housing	Res 22-08	07/27/22		\$96/week	\$120/wk
Short Term Housing key replacement	Res 15-14	06/24/15		\$25.00	\$40.00
GPS Tracking	Res 18-13	06/26/18		\$25.00/day	
Community Services Charges					
Initial Supervision Fee	By Department	06/26/18	none	\$40.00	\$50.00
Buyout (Hours)	By Department	06/26/18	none	\$12/hr	\$15/hr
Work Release - program eligibility fee	By Department	09/08/99	none	the greater of \$12.50 or 1 hour client's hourly wage/day	\$15.00
Work Crews (County supervised)	Res 00-18	10/04/00	none	\$300/Day	\$350/Day
Photocopying	Res 02-20	07/31/02		\$2.50 1st page \$0.25 each following page	

DOR - additional 15% of overall total

ABSC - \$50.00 (one time)

Intake No Show - \$40.00

GPS Set up - \$50.00

UA Cups - \$10.00/per UA

Program - \$25.00

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
Diversion costs					
Felony	ORS 135.891 Res 03-18	07/30/03	none	\$0.00-\$350.00	
Misdemeanor	ORS 135.891 Res 99-17	09/08/99	none	\$0.00-\$250.00	
			none		
Paper Discovery Fees					
Retrieval Fee	Res 23-09		none	\$20.00 + \$0.30 per page	
Supplemental Reports	Res 23-09		none	\$0.30/page	
Electronic Discovery Fees					
Retrieval Fee- less than 100 pages	Res 23-09		none	\$13.00 + \$0.25 per page	
Retrieval Fee - Homicide	Res 23-09		none	\$76.00 + \$0.25 per page	
Supplemental Reports - All cases	Res 23-09		none	\$0.25/page	
ADDITIONAL FEE for duplication of:					
Photographs	Res 05-21	07/20/05	none	\$15.00 + development costs	
Color Copies	Res 23-09	07/19/23	none	\$4.00/page	
CD (700mm;4.7 gb;8/5 gb)	Res 23-09	07/19/23	none	\$16.00	
Blue Ray	Res 23-09	07/19/23		\$26.00	
DVD	Res 23-09	07/19/23	none	\$16.00	
Flash Drive 4GB	Res 23-09	07/19/23	none	\$31.00	
Flash Drive 8GB	Res 23-09	07/19/23	none	\$41.00	
Flash Drive 16 GB	Res 23-09	07/19/23		\$51.00	
Flash Drive 32GB	Res 23-09	07/19/23		\$61.00	
Flash Drive 64GB	Res 23-09	07/19/23		\$101.00	
Flash Drive 128GB	Res 23-09	07/19/23		\$151.00	
Flash Drive 256 GB	Res 23-12			\$161	
1 TB Drive	Res 23-12			\$175.00	
2 TB Drive	Res 23-12			\$200.00	

2025-2026 Master Fee Schedule - Polk County Fair Event Center

Appendix A
Appendix A

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Charge
Fairgrounds Rental Charges					
All buildings and grounds are subject to clean-up charge of \$100/hour (\$200 minimum charge) if areas used are not left as found.					
All rental charges are from 8:00 a.m. to Midnight unless otherwise stipulated.					
Early opening for all buildings before 8:00am	Res 18-13	6/26/2018		\$50.00	
Main Building (does not include kitchen or freezer/cooler)					
Cleaning deposit / alcohol	Res 05-21	07/20/10	none	\$1,500.00	
Cleaning deposit no alcohol	Res 03-18	07/30/03	none	\$1,000.00	
No alcohol	Res 24-09	06/26/24	none	\$1,000.00	\$1,500.00
Serving alcohol	Res 24-09	06/26/24	none	\$1,500.00	\$2,000.00
Meeting Room #1 (old office - 14 x 20)	Res 24-09	07/01/16	none	\$50.00	
One Dining Room (20 x 75) or Textile Room (20 x 118)	Res 18-13	06/26/18	none	\$150.00	
Patio Area	Res 24-09	06/26/24	none	\$100.00	\$100.00
Dining Rooms (both) Kitchen not included	Res 18-13	06/26/18	none	\$300.00	
Playground, patio & restrooms	Res 21-10	07/28/22		\$500.00	\$750.00
Cleaning deposit / alcohol	Res 21-10	07/28/22		\$1,500.00	
Cleaning deposit no alcohol	Res 21-10	07/28/22		\$300.00	
Kitchen (does not include freezer / cooler)	Res 24-09	06/26/24	none	\$300.00	
Freezer/cooler rental charge is \$50/first day and \$25/each additional day					
Floral Building					
Cleaning deposit / alcohol	Res 05-21	07/20/10		\$1,500.00	
Cleaning deposit no alcohol	Res 18-13	06/26/18		\$300.00	
No alcohol	Res 22-08	07/27/22		\$450.00	
Alcohol	Res 22-08	07/27/22		\$750.00	
Building B (43 x 100)					
Cleaning deposit / alcohol	Res 05-21	07/20/10		\$1,500.00	
Cleaning deposit no alcohol	Res 18-13	06/26/18		\$300.00	
Non Alcohol	Res 22-08	07/27/22	none	\$400.00	\$500.00
Serving alcohol	Res 24-09	06/26/24	none	\$1,000.00	
Sheep Barn, Hog Barn, Goat Bays or Beef Bays (user provides own bedding and hauls it off grounds when done)					
Cleaning deposit/alcohol	Res 21-10	07/28/21		\$1,500.00	
Cleaning deposit	Res 21-10	07/28/21		\$300.00	
No Alcohol	Res 21-10	07/28/21	none	\$325.00	
Alcohol	Res 21-10	07/28/21	none	\$625.00	
Building C (80 X 80)					
Cleaning deposit/alcohol	Res 05-21	07/20/10		\$1,500.00	
Cleaning deposit no alcohol	Res 18-13	06/26/18		\$300.00	
No alcohol	Res 18-13			\$400.00	\$500.00
Alcohol	Res 24-09	06/26/24		\$1,000.00	\$1,000.00
Parking Lot					
West front (135 x 80)	Res 11-10	06/29/11	none	\$600.00	
South (142 x 32)	Res 11-10	06/29/11	none	\$400.00	
Arena					
Cleaning deposit/alcohol	Res 15-14	06/24/15		\$2,500.00	
Cleaning deposit no alcohol	Res 15-14	06/24/15		\$500.00	
No Alcohol	Res 21-10	07/28/21		\$500.00	
Serving Alcohol	Res 21-10	07/28/21		\$1,500.00	
Tractor Use (based on availability)	Res 24-09	06/26/24		50/hour	\$150 w/ operator
Entire Grounds					
No Alcohol	Res 24-09	06/26/24		\$5,000.00	\$5,000.00
Serving Alcohol	Res 24-09	06/26/24		\$7,000.00	\$7,000.00
Overnight parking Fees (stays limited to fourteen consecutive days)					
Per night, per vehicle (includes dump)	Res 17-11	06/28/17	none	\$25.00	\$40.00
Per night, per tent	Res 22-08	07/27/22	none	\$20.00	\$40.00

2025-2026 Master Fee Schedule - Polk County Fair Event Center

Appendix A
Appendix A

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Charge
Storage Fees (storage season begins 9/1 and ends 4/30)					
Ft. per length of item stored	Res 24-09	06/26/24	none	\$15.00	\$20.00
RV Group Rental Fees					
(Rates cover buildings usage and RV spaces from Thursday noon to Sunday noon)					
Overnight parking Per night	Res 17-11	06/28/17		\$20.00	
Main Building - Without kitchen	Res 22-08	07/27/22	none	\$1,200.00	
Additional days - per day	Res 22-08	07/27/22	none	\$300.00	
Main Building - With kitchen	Res 22-08	07/27/22	none	\$1,500.00	
Additional days - per day	Res 22-08	07/27/22	none	\$400.00	
Main Building - With kitchen & freezer/cooler	Res 16-12	07/01/16	none	\$1,200.00	
Additional days - per day	Res 18-13	06/26/18	none	\$350.00	
Entire Grounds	Res 21-10	07/28/21		\$3,000.00	
Fair Booth Space					
Inside Building (8x10)	Res 24-09	06/26/24	none	\$250.00	\$250.00
Booth attached to Arts/Crafts & Floral (12x12)	Res 24-09	06/26/24	none	\$225.00	\$225.00
Outside space - provide own covering (10x10)	Res 24-09	06/26/24	none	\$200.00	\$200.00
Additional 110 outlet	Res 12-10	07/11/12		\$25.00	
Additional 220 outlet	Res 12-10	07/11/12		\$100.00	
Food Concession Booth (10x10)	Res 15-14	06/24/15		\$75.00 - \$100 plus 18%	
Fair Admission					
Adult Day Pass	Res 21-10	06/28/23	none	\$10.00	
Adult Season Pass	Res 22-08	07/27/22	none	\$30.00	
Senior Day Pass (62/older)	Res 22-08	07/27/22	none	\$8.00	
Senior Season Pass	Res 22-08	07/27/22		\$20.00	
Junior Day Pass (6 + older)	Res 22-08	07/27/22	none	\$8.00	
Junior Season Pass	Res 22-08	06/28/23	none	\$24.00	
Fair camping	Res 22-08	07/27/22		\$150.00	
Parking - per car	Res 21-10	07/28/21		\$0.00	
Other					
Bleachers (each) not available off grounds	Res 07-19	07/18/07	none	\$50.00	
Chairs - each	Res 00-18	10/04/00	none	\$1.00	\$2.00
Tables - each (taken off grounds) \$100 deposit required	Res 07-19	07/18/07	none	\$10.00	\$15.00
Tables - each	Res 15-14	06/24/15	none	\$6.00	\$10.00
Dump station fees	Res 18-13	06/26/18	none	\$10.00	
Picnic Tables	Res 07-19	07/18/07	none	\$15.00	
Stage Pieces (each) not available off grounds	Res 07-19	07/18/07	none	\$10.00	
Metal Barriers (each) Not available off grounds	Res 21-10	07/28/21		\$10.00	
Entry Shed	Res 21-10	07/28/21		\$200.00	

Master Fee Schedule 2025-2026 Finance/Tax

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
TREASURER					
Returned check charges					
Base charge per check	Res 22-08	07/27/22	none	\$30.00	
One tax account	Res 22-08	07/27/22	none	\$30.00	
Additional tax accounts (each account)	Res 22-08	07/27/22	none	\$6.00	
Stop payment charge	Res 09-15	07/01/09	none	\$30.00	
TAX COLLECTOR					
Personal Property Warrant Fee	ORS 311.633	06/26/18	none	\$52.00	
Foreclosure Title Search Fee	ORS 312.120		none	Actual Cost	
Foreclosure Penalty	ORS 312.110		none	5% of total tax & interest published	
FINANCE					
Replacement W-2 for lost, destroyed, or never received due to address change	IRS	07/01/10	none	\$25.00	

Master Fee Schedule 2025-2026 General Services

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
Personal Mileage Reimbursement	IRS	01/01/12	IRS	IRS Rate	
INFORMATION SERVICES					
Flash Drive	Res 22-08	07/27/22	none	\$30.00	
Non-Standard Requests for Information & Services	Res 24-09	06/26/24		250/hr- 1 Hr min	
GIS FEES					
Standard Survey / Taxlot Maps					
Tax lots/Surveys/Plats (8.5x11)	Res 01-21	08/29/01	none	\$1.00/page	
Tax lots/Surveys/Plats (11x17)	Res 09-15	07/01/09	none	\$2.00/page	
Tax lots/Surveys/Plats (18x24 to scale)	Res 20-08	07/01/20		\$10.00	
Maps from GIS					
Custom Map (Smaller than 24x24)	Res 20-08	07/01/20		\$10.00 + Hourly Rate	
Custom Large format Map (24x24 or Bigger)	Res 20-08	07/01/20	none	\$20.00 + Hourly Rate	
GIS Services					
Non-Standard Requests for Information & Services				\$120/hr - 1 Hr min	
PAYROLL					
Replacement W2 due to lost, destroyed, or never received due to an address change	IRS		none	\$25.00	
Maps from GIS					
County Road map				\$10.00 each	

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
JUVENILE					
Probation Supervision Fee (One time fee)	Res 22-08	07/27/22	none	\$0.00	
Formal Accountability Agreement (FAA) Supervision Fee	Res 22-08	07/27/22		\$0.00	
Sanction Court Supervision Fee	Res 22-08	07/27/22		\$0.00	
Restitution Program - ODOT	Res 22-08	07/27/22	none	\$0.00	
UA Fees	Res 22-08	07/27/22	none	\$0.00	
Oral Swab	Res 22-08	07/27/22		\$0.00	
Etg Fee (Alcohol)	Res 22-08	07/27/22		\$0.00	
Expungment Fee	Res 22-08	07/27/22	none	\$0.00	
Community Service Work Fee (one time fee)	Res 22-08	07/27/22	none	\$0.00	
Photocopying	Res 12-10	07/11/12	none	\$2.50 1st page \$0.25 each additional page	
Electronic Monitoring	Res 22-08	07/27/22	none	\$0.00	
JDH Stay Charge	Res 22-08	07/27/22		\$0.00	
Courtesy Supervision (one time fee)	Res 22-08	07/27/22		\$0.00	
Limited Supervision (one time fee)	Res 22-08	07/27/22		\$0.00	
Emancipation Fee	Res 22-08	07/27/22		\$0.00	

Master Fee Schedule 2025-2026 Public Health

CHARGE		AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	New Rate
Vital Records						
Certified copies of birth or death certificates		OAR 333-011-0340	07/01/16	\$25.00	*per published State fees	
Home Visiting						
Targeted case management home visits		OHA/DMAP	06/26/24	none	\$475-\$1500	\$297-\$1,856
Exams - New and Established Clients						
Minimal - New (99201) Est. (99211)		By Department	06/26/18	none	\$47.83 - \$140.18	\$45-\$175
Brief - New (99202) Est. (99212)		By Department	06/26/18	none	\$138.17 - \$236.40	\$135-\$275
Limited - New (99203) Est. (99213)		By Department	06/26/18	none	\$230.12 - \$339.68	\$230-\$400
Comprehensive - New (99204) Est. (99214)		By Department	06/26/18	none	\$339.93 - \$519.06	\$335-\$550
Comp / High Complex - New (99205) Est. (99215)		By Department	06/26/18	none	\$458.47 - \$653.16	\$450-\$675
Preventative visit (99384-99396)		By Department	06/26/18	none	\$367.24 - \$483.65	\$350-\$550
Education and Counseling (99401-99404)		By Department	06/26/18	none	\$119.57-\$357.81	\$110-\$450
Bundled RH Visit (T1015)		By Department	06/26/24			
Procedures						
Contraceptive Capsule Insert/Removal/Reinsertion (11981-11983)		By Department	06/26/18	cost	\$448.24-\$726.21	\$450-\$750
IUD/IUS Insertion/Removal (58300-58301)		By Department	06/26/18	cost	\$232.12-\$300.39	\$230-\$350
CondyMoma Treatment		By Department	06/26/18	cost	\$324.06-\$653.16	\$325-\$750
Injection therapeutic/prophylactic/diagnostic (96372)		By Department	06/26/18	cost	\$64.61	\$65-\$85
Drugs and Supplies						
Miscellaneous Drugs		By Department	06/26/18	none	\$0-\$700*	
Immunizations		By Department	06/26/18	1.96 (VFC ONLY)	\$21.96-\$250	
STI Testing						
STI Visit		By Department	06/26/18	cost	\$	\$105-\$525
Syphilis		By Department	06/26/18	cost	\$	\$45-\$375
HIV		By Department	06/26/18	cost	\$	\$35-\$50
Rapid HIV		By Department	06/26/18	cost	\$	
GC/CT Urine Test		By Department	06/26/18	cost	\$	

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	Changes
Concealed Weapon:					
New (**\$15.00 to State Police, \$50.00 to County)	ORS 166.290 Res 22-08	07/27/22	none	New (**\$15.00 to State Police, \$100.00 to County)	
Renewal	ORS 166.290	09/07/94	none	\$75.00	
Duplicate	ORS 166.290	09/23/98	\$15.00	\$15.00	
Transfer (**\$15 to State Police)	ORS 166.290	07/11/12		\$30.00**	
Change of address	ORS 166.290			\$15.00	
Copies of Audio / Video Cassettes	Res 14-08	07/02/14	none	\$25.00/cd/dvd	
Fingerprinting	Res 07-19	07/18/07	none	\$25.00 for up to 2 cards - \$10 each additional card	No change - just clarification
Report Copying	Res 20-08	07/01/20	none	\$15.00 first 15 pages \$1.00 per pg after 15. Includes staff research and retrieval time of up to 30 minutes. Over 30 minutes will be charged the actual cost of staff time. Fee will be waived for listed crime victims requiring the first copy of a report.	increased from \$10/10 pages
Research Fee - per name or address	Res 07-19	07/18/07		\$15.00 per name or address requested and includes staff research and preparation time of 30 minutes. Over 30 minutes will be charged the actual cost of staff time	increased from \$10. Relocated from Civil Section to Records.
Visa Letter				\$15/letter	added
Record Check Letter				\$15/letter	added
Evidence Photos (Digital) Copies	Res 14-08	07/02/14	none	\$25.00/cd/dvd	
Body Cam Footage	Res 20-08	07/01/20		\$50/ hour Min 2 Hr	
35mm Photo Copies	Res 11-10	07/30/03	none	Actual Cost + \$20.00 handling fee	
DNA Testing	ORS 419.476(1)(a)	06/29/11	\$25.00	Actual Cost	
Civil Process:					
Writ Garnishment	ORS 18.652	07/01/10	\$25.00	\$25.00	
Notice of Restitution - up to 2 people per address	ORS 21.300	12/13/17	none	\$50.00	
Notice of Restitution - more than 2 people/address	ORS 21.300	12/14/17	none	\$28.00/person	
Small Claims - up to 2 people per address	ORS 21.300	12/15/17	none	\$50.00	
Small Claims - more than 2 people per address	ORS 21.300	12/16/17	none	\$28.00/person	
Civil Subpoenas - up to 2 people per address	ORS 21.300	12/17/17	none	\$50.00	
Civil Subpoenas - more than 2 people per address	ORS 21.300	12/18/17	none	\$28.00/person	
Summons / Complaint - up to 2 people per address	ORS 21.300	12/19/17	none	\$50.00	
Summons / Complaint - more than 2 people per address	ORS 21.300	12/20/17	none	\$25.00/person	
Writ of Execution (real & personal) - enforcement	ORS 21.300	12/21/17	none	\$89.00	
Writ of Execution (real & personal) - service fees	ORS 21.300	12/22/17	none	\$50.00	
Writ of Execution (real & personal) - documents needing to be posted	ORS 21.300	12/23/17	none	\$50.00	
Copy Fees for Civil Documents	Res 03-18	07/30/03	none	\$10.00 minimum after 20 pages \$0.25/page	
Mailing Fees for Service of Writs	Res 03-18	07/30/03	none	Actual Cost + \$5.00 handling fee/case	
Deputy Standby Fee	ORS 21.300	07/01/10	none	\$65.00/hr/deputy	Increased from \$55
Sale Preparation	ORS 21.300	07/11/12		\$100.00	
Folios (Per 100 words or portion thereof)	ORS 21.300	07/11/12		\$4.00	
Inventory (More than one hour)	ORS 21.300	07/11/12		\$65.00/hr or any portion thereof	Increased from \$55
Advertisement or Publication	ORS 21.300	07/11/12		Actual Costs	
Sheriff's Keeper or Custodian of Property	ORS 21.300	07/02/14		Actual Costs + Storage Unit Insurance Costs	
Conducting Sale	ORS 21.300	07/11/12		\$11.00	
Sale Postponement	ORS 21.300	07/11/12		\$11.00	
Post Sale or Cancellation Administration	ORS 21.300	07/11/12		\$67.00	
Conveyance of Real Property Sold	ORS 21.300	12/13/17		\$56.00	
Issuance of Certificate of Redemption (ORS 18.960)	ORS 21.300	06/26/18		\$56.00	
Return, Affidavit and/or Conveyance Requiring Notary	ORS 21.300	07/01/16		\$10.00	
Mileage in excess of 75 miles round trip	ORS 21.300	06/26/18		\$45.00	
Disstraint Warrant	1989 Legis.	1989 Legis.	\$6.25	\$6.25	
Personal Property Foreclosure & Sale - Deposit for estimated actual fees (Fees not used will be returned)		06/26/18		\$400.00	
Real Property Foreclosure & Sale - Deposit for estimated actual fees (Fees not used will be returned)		06/26/18		\$900.00	

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	Changes
Dog License:					
Neutered - 1 year	Orn 88-28	07/18/07	none	\$15.00	
Neutered - 2 year	Res 07-19	07/18/07		\$25.00	
Neutered - 3 year	Res 07-19	07/18/07	none	\$35.00	
Non-neutered - 1 year	ORS 609.100	07/18/07	none	\$30.00	
Non-neutered - 2 years	Res 07-19	07/18/07		\$55.00	
Non-neutered - 3 years	ORS 609.100	07/18/07	none	\$80.00	
Tag Replacement	Res 07-19	07/18/07		\$4.00	
Late Fee Per dog - for voluntary licensing	Res 01-21	08/29/01	none	\$10.00	
Late Fee (if cited)	Res 01-21	08/29/01	none	\$50.00	
Impound fee & License Fee - Non-Neutered	Orn 42.120	06/24/15		Current rate as billed by Humane Society-- Currently \$114.00/dog/day	\$115.00
Impound fee - Non-Neutered 2nd Impound	Orn 42.120		none		\$55.00**
Impound Fee & License Fee - Neutered	Orn 42.120		none		\$100.00
Impound Fee - Neutered - 2nd Impound	Orn 42.120				\$55.00**
**Each additional Impound increases by \$15					
Dog Boarding Fee	Res 07-19	07/18/07	none	\$20.00/day	
False Alarm Fees					
First alarm - letter of advisement	Res 05-21	07/20/05	none	no charge	
Second alarm - warning letter	Res 05-21	07/20/05	none	no charge	
Third alarm	Res 05-21	07/20/05	none	\$25.00	
Fourth alarm	Res 05-21	07/20/05	none	\$50.00	
Fifth alarm and thereafter	Res 05-21	07/20/05	none	\$100.00	
Towed vehicles -processing fee (driver driving w/o privileges, insurance, or under the influence)	ORS Chapters 203, 368, and 810 Res 20-08	07/01/20	costs incurred	\$100.00 Cash, money order, or credit card	
Vehicle Storage:					
After case is adjudicated and vehicle is releasable				\$25/Day	
SHERIFF - Deputy					
Witness Fee - Civil Subpoena	ORS 44.415	06/26/18		\$30 per day + .25 per mile	
Witness Fee - Criminal Subpoena	ORS 44.415	06/26/18		\$5 per day + .08 per mile	
Telephone Expert (sworn)	ORS 44.554	06/26/18		\$80 per day	
Expert Witness (sworn)	ORS 44.554	06/26/18		\$160 per day	
SHERIFF - County Jail					
Inmate conviction reimbursement fee	ORS 169.151	09/08/99	\$60.00/DAY	up to \$60.00/day	

Master Fee Schedule 2022- 2023 Public Works

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
ROADS					
Driveway / Access Permit	P.C. Code 31.110	06/26/24	none	\$300.00	
Gate Permit	ORS 368.056	06/26/24	none	\$300.00	
Access Culvert Installation	Res 12-10	07/11/12	none	Up to Actual Cost *	
Preliminary Development Fee (Engineering) - (County may credit a portion of this fee for review/inspection services)	By Department	10/04/00	none	\$750.00	
Plans Review / Construction Inspection / Testing	County Road Standards	06/26/18	none	5% Engineer's estimate - \$250 Minimum	
Work In ROW Reinspection Fee	Res 24-09	06/26/24	none	\$100.00	
Bid Specs	Res 97-34	11/26/97	none	\$25.00	
Special Event Permit	Res 12-10	07/11/12	none	Per Formula ** \$50.00 Minimum	
Special Event Permit Late Fee (closer than 60 days prior to the event)	6/26/2018	06/26/18	none	\$100.00	
Special Event Lost/Damaged Sign	Res 23-09	07/19/23	none	\$300.00	
Transportation Permit	ORS 818.270	06/26/18	none	\$8.50	
Road Vacation Fee (public hearing not required)	P.C. Code 30.110	06/24/15	none	\$1,500.00	
Road Vacation Fee (public hearing required)	P.C. Code 30.110	06/24/15	none	\$2,300.00	
Ways of Necessity	P.C. Code 30.110&150	06/28/17	none	Up to Actual Cost	
Change of Address	Res 12-11	06/28/17	none	\$150.00	
Road Naming/Name Change	Res 19-10	07/03/19	none	\$1,000.00	
Sign Damage/Replacement Fee	Res 19-10	07/03/19	none	\$350.00	
TODS Permit (per sign)	ORD 85-5/Res 24-09	06/26/24	none	\$150.00	
Equipment Rental	ORS 368.031	07/11/12	none	Per Equip. Rate Sheet	
Private Maintenance Agreement	Res 12-10	07/11/12	none	\$50 - \$600 ***	
Cost Share initiated by BOC resolution	Res 18-13	06/26/18	none	\$0.00	
Cost Share initiated by 75% Landowner Binding Commitment Affidavits	Res 18-13	06/26/18	none	1500****	
Cost Share 60% Landowner Petition	Res 18-13	06/26/18	none	5,000.00****	
Preliminary Speed Zone Investigation Request	New Fee	New Fee	none	\$50.00	
Full Speed Zone Investigation Request	New Fee	New Fee	none	\$250.00	
Public Land Corner Preservation Fund					
Fee on Land Transfer Document	Om 87-17	06/09/05	\$10.00	\$10.00	
Surveyors Office					
Filing Fee	Res 24-09	06/26/24	none	\$175.00	
Map Check	Res 24-09	06/26/24	none	\$100.00 FOR FIRST 3 SHEETS AND \$25.00 FOR EACH ADDITIONAL SHEET	
Re-check Fee - office	Res 15-14	06/24/15	none	\$80.00/hr	
Re-check Fee - field	Res 15-14	06/24/15	none	\$160.00/hr	
Partitions					
Filing Fee	Res 24-09	06/26/24	none	\$175.00	
Plat & Field Check	Res 24-09	06/26/24	none	\$275.00 FOR FIRST 3 SHEETS AND \$25.00 FOR EACH ADDITIONAL SHEET	
Re-check Fee - office	Res 15-14	06/24/15	none	\$80.00/hr	
Re-check Fee - field	Res 15-14	06/24/15	none	\$160.00/hr	
Subdivision, Condominium and Cemetery Plats					
Filing Fee	Res 24-09	06/26/24	none	\$175.00	
Plat & Field Check Fee	Res 24-09	06/26/24	none	\$575.00 FOR FIRST 3 SHEETS AND \$25.00 FOR EACH ADDITIONAL SHEET	
Per lot / Building / Block Fee	Res 15-14	06/24/15	none	\$25.00	
Re-check Fee - office	Res 15-14	06/24/15	none	\$80.00/hr	
Re-check Fee - field	Res 15-14	06/24/15	none	\$160.00/hr	
Post-Monumented Subdivision, Condominium and Cemetery Plats					
Filing Fee	Res 24-09	06/26/24	none	\$175.00	
Plat and Field Check Fee	Res 17-11	06/28/17	none	\$1,800.00	
Per lot / Building / Block Fee	Res 17-11	06/28/17	none	\$150.00	
Re-check Fee - office	Res 15-14	06/24/15	none	\$80.00/hr	
Re-check Fee - field	Res 19-10	07/03/19	none	\$160.00	
Post-Monument Bond (Type 1 interior)	Res 15-14	06/24/15	none	\$150.00/pin	
Post-Monument Bond (Type 2 exterior)	Res 15-14	06/24/15	none	\$300.00/pin	
Affidavits Filing Fee	Res 17-11	06/28/17	none	\$35.00	
Large Format Prints	Res 15-14	06/24/15	none	\$10.00	

Master Fee Schedule 2022-2023 Public Works

CHARGE	AUTHORIZATION	LAST ADJUSTMENT	LEGAL CAP	CURRENT CHARGE	No Changes
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Notes for Survey Office Fees:

- 1) Plats in the City Of Salem are charged filing and recording fees only, collected by
- 2) Plats and Affidavits are subject to the Clerks recording fees in addition to the
- 3) Lot / Building / Block fees are charged as applicable.

*** Access Culvert Fees**
If an access culvert needs to be replaced out of necessity created by the orderly execution of maintenance activities of Polk County Public Works, there will be no fee charged to the landowner.

If an access culvert installation is requested by a landowner to be installed by Polk County Public Works, then the fee will be based on the estimated total cost to Polk County Public Works for the cost of materials, equipment and labor.

If an access culvert installation is requested by a landowner to be installed by others, there will be a \$300 permit fee associated with the additional review and approval work necessary to ensure that the culvert is installed in accordance with Public Works requirements.

**** Special Event Fees**
The fee charged for special events will be as follows:

- \$50 base fee plus \$7 per County Road intersection included in the special event route.
- All special events are subject to applicable sweeping costs (equipment rental rates).

***** Private Maintenance Fees**
The fee charged for private maintenance agreements will be based on a calculation of actual costs, with a minimum rate of \$50. The actual cost will depend on the following parameters:

- Length of roadside included in private maintenance agreement.
- Average vegetation management cost
- Number of signs required to serve the privately maintained area

Guidance:

- Assume no cost of enforcement. If a PM holder is non-compliant, the agreement will be terminated.
- Maximum cost is \$600 per agreement
- Contiguous properties can be included in one agreement, including those that span a road.
- Multiple property owners can join a single PM agreement, but if one is non-compliant, the agreement is terminated.
- A lessee may apply for a PM agreement on ground that he/she is leasing, but the landowner's signature is required on the application to ensure they are included in the process.

****** Cost Share Fees**
The fee charged for cost shares will be credited to the payees cost share assessment upon successful acceptance of the project by the Board of Commissioners.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: July 02, 2025
Contractor Name: Erin Dannecker, LLC
Address: 2004 Browning Avenue S
City, State, Zip: Salem, OR 97302
Effective Dates - From: July 01, 2025 Through: June 30, 2026
Contract Amount: Varies

Background:

Erin Dannecker, LLC has agreed to provide Behavioral Health services to referred Polk County Behavioral Health individuals.

Discussion:

This contract is a continuation of licensure supervision Erin Dannecker provides to LCSW candidates. Erin Dannecker meets the criteria for a service provider and has been cleared to work with us through a criminal history records review.

Fiscal Impact:

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

Recommendation:

It is recommended that Polk County sign this agreement with Erin Dannecker, LLC.

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	06/23/2025
CONTRACTOR	ERIN DANNECKER, LLC 2004 BROWNING AVENUE S SALEM, OR 97302 SSN/ID#: ON FILE
CONTACT PERSON:	ERIN DANNECKER
SERVICES PROVIDED:	To provide Behavioral Health Clinical services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2025 THROUGH JUNE 30, 2026
BUDGET LINE #:	240-8540-540-MHLA
DOLLAR AMOUNT:	VARIES
TERMS:	Service Rates per Exhibit B
ADDITIONAL COMMENTS/INFORMATION:	

NOTIFY CONTRACTS TEAM IMMEDIATELY OF ANY CONTRACT TERMINATION

HS.CONTRACTS@co.polk.or.us

AGREEMENT

This Agreement is made and entered into by and between

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

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

**ERIN DANNECKER, LLC
2004 BROWNING AVENUE S
SALEM, OR 97302
SSN/ID#: ON FILE**

hereinafter referred to as "Contractor"; and,

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

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

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

SECTION I: DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR

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

SECTION II: CONSIDERATION

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

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

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

SECTION III: GENERAL PROVISIONS

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

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

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

K. Insurance:

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

requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor.

- 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 either party 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



Erin Dannecker

6/23/25

Date

COUNTY

Chair
Board of Commissioners

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT
Between
POLK COUNTY and ERIN DANNECKER, LLC

1. DEFINITIONS

Except as otherwise defined in this *Business Associate Agreement* (BA Agreement), any and all italicized terms herein shall have the same definition as those in the HIPAA Privacy Rule.¹ Henceforth, Polk County, a political subdivision of the State of Oregon, shall be referred to as “COUNTY” and ERIN DANNECKER, 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 or, as directed by the COUNTY, to an *Individual* in order to meet the requirements under 45 CFR § 164.524.

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

- G. In the event that it is found to be applicable, CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of CONTRACTOR, or an Individual, and in the time and manner necessary for reasonable compliance.
- H. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of the COUNTY available to the COUNTY or to the *Secretary of the Department of Health and Human Services*, in a time and manner agreed between the COUNTY and CONTRACTOR or designated by the Secretary, for purposes of the Secretary determining the COUNTY'S compliance with the Privacy Rule.
- I. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. CONTRACTOR agrees to provide to the COUNTY or an Individual, in the time and manner necessary for reasonable compliance, information collected in accordance with section 2.A of this BA Agreement, to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

Except as otherwise limited in this BA Agreement, CONTRACTOR may use or disclose Protected Health Information to perform certain health plan functions for or on behalf of the COUNTY as specified in the Polk County Agreement and in this BA Agreement provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

4. OBLIGATIONS OF THE COUNTY

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

- C. The COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information that the COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

5. PERMISSIBLE REQUESTS BY THE COUNTY

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

6. TERM AND TERMINATION

- A. Term. This BA Agreement shall be effective as of July 01, 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 purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

7. MISCELLANEOUS

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

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE

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

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

**EXHIBIT B:
STATEMENT OF WORK**

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

1. STATEMENT OF SERVICES

- A. Contractor agrees to work within scope, training and experience as a Licensed Clinical Social Worker, to provide services, support and training that meets the needs of both Contractor and County.
- 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, Board of Licensed Social Workers, OAR 877.

2. GENERAL INFORMATION

- A. Contractor shall provide primary source verification of credentials. No work will be assigned until credentials have been validated.
- 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 have all service notes and documentation completed within three business days of service encounter.
- 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.

3. AUTHORIZED SERVICES

- A. County will only pay for service and activities that have been pre authorized and agreed upon in writing by both parties on a Service and Activity Authorization Form.
- B. County authorizes services based on the level of credential of the staff assigned, their respective boards' licensure plan if applicable, and as outlined in OAR 309 Division 19 Rule 0125.

4. RATES AND METHOD OF PAY

- A. County shall reimburse the Contractor at the rate of \$100.00 per hour for Clinical Supervision services, as outlined in the Service Activity Authorization form with services paid on a per occurrence basis to the nearest quarter hour upon receipt of an invoice.
- B. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.
- A.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550

Department: Health Services: Behavioral Health Consent Calendar Date: July 02, 2025

Contractor Name: Glenda Evans Professional Counseling & Consulting, LLC

Address: 4846 Chan Street S

City, State, Zip: Salem, OR 97306

Effective Dates - From: July 01, 2025 Through: June 30, 2026

Contract Amount: Varies

Background:

Glenda Evans Professional Counseling & Consulting, LLC, has agreed to provide Behavioral Health and Clinical Supervision services to referred Polk County Behavioral Health individuals and staff.

Discussion:

This contract is a continuation of services with Glenda Evans who will be providing Clinical Supervision services to Polk County staff, as well as direct client outpatient mental health services. Glenda Evans meets the criteria for a service provider and has been cleared to work with us through a criminal history records review.

Fiscal Impact:

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

Recommendation:

It is recommended that Polk County sign this agreement with Glenda Evans Professional Counseling & Consulting, LLC.

Copies of signed contract should be sent to the following:

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

Name: _____ E-mail: _____

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN
DATE ISSUED:	06/16/2025
CONTRACTOR	GLENDA EVANS PROFESSIONAL COUNSELING & CONSULTING, LLC 4846 CHAN STREET S SALEM, OR 97306 SSN/ID#: ON FILE
CONTACT PERSON:	GLENDA EVANS
SERVICES PROVIDED:	To provide Behavioral Health Clinical Supervision and Counseling services as outlined in Exhibit B.
EFFECTIVE DATES:	FROM JULY 01, 2025 THROUGH JUNE 30, 2026
BUDGET LINE #:	240-8540-540-M20/MHLA
DOLLAR AMOUNT:	VARIES
TERMS:	Service Rates per Exhibit B
ADDITIONAL COMMENTS/INFORMATION:	

NOTIFY CONTRACTS TEAM IMMEDIATELY OF ANY CONTRACT TERMINATION

HS.CONTRACTS@co.polk.or.us

AGREEMENT

This Agreement is made and entered into by and between

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

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

**GLENDA EVANS PROFESSIONAL COUNSELING & CONSULTING, LLC
4846 CHAN STREET S
SALEM, OR 97306
SSN/ID#: ON FILE**

hereinafter referred to as "Contractor"; and,

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

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

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

SECTION I: DECLARATION OF SERVICES RENDERED AS AN INDEPENDENT CONTRACTOR

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

SECTION II: CONSIDERATION

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

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

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

SECTION III: GENERAL PROVISIONS

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

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

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

K. Insurance:

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

requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor.

- 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 either party at any time upon thirty (30) days' notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - i. If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the Agreement may be modified in accordance with

the paragraph entitled "Re-negotiation or Modification" to accommodate a reduction in funds.

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

Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.

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

for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.

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

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

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

relieve the contractor or contractor's surety from obligation with respect to any unpaid claims.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

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

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

CONTRACTOR

Glenda Evans

Glenda Evans

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 GLENDA EVANS PROFESSIONAL COUNSELING & CONSULTING, LLC

1. DEFINITIONS

Except as otherwise defined in this *Business Associate Agreement* (BA Agreement), any and all italicized terms herein shall have the same definition as those in the HIPAA Privacy Rule.¹ Henceforth, POLK COUNTY, a political subdivision of the State of Oregon, shall be referred to as “COUNTY” and GLENDA EVANS PROFESSIONAL COUNSELING & CONSULTING, 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 or, as directed by the COUNTY, to an *Individual* in order to meet the requirements under 45 CFR § 164.524.

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

- G. In the event that it is found to be applicable, CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of CONTRACTOR, or an Individual, and in the time and manner necessary for reasonable compliance.
- H. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of the COUNTY available to the COUNTY or to the *Secretary of the Department of Health and Human Services*, in a time and manner agreed between the COUNTY and CONTRACTOR or designated by the Secretary, for purposes of the Secretary determining the COUNTY'S compliance with the Privacy Rule.
- I. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. CONTRACTOR agrees to provide to the COUNTY or an Individual, in the time and manner necessary for reasonable compliance, information collected in accordance with section 2.A of this BA Agreement, to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

Except as otherwise limited in this BA Agreement, CONTRACTOR may use or disclose Protected Health Information to perform certain health plan functions for or on behalf of the COUNTY as specified in the Polk County Agreement and in this BA Agreement provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

4. OBLIGATIONS OF THE COUNTY

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

- C. The COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information that the COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

5. PERMISSIBLE REQUESTS BY THE COUNTY

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

6. TERM AND TERMINATION

- A. Term. This BA Agreement shall be effective as of July 01, 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 purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

7. MISCELLANEOUS

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

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE

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

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

EXHIBIT B:
STATEMENT OF WORK

POLK COUNTY, a political subdivision of the State of Oregon and, GLENDA EVANS PROFESSIONAL COUNSELING & CONSULTING, LLC, hereinafter called "Contractor," hereby agree to the following:

1. STATEMENT OF SERVICES

- A. Contractor agrees to work within scope, training and experience as a Licensed Professional Counselor, to provide services, support and training that meets the needs of both Contractor and County.
- B. Contractor shall perform all services deemed necessary in their professional opinion based upon their training, education and expertise as evidenced in the application materials and other professional endorsements, notwithstanding any limitations set forth in this agreement.
- C. Contractor shall only use methods or techniques in which the Contractor has documented training, education and expertise. Contractor will ensure services provided are within rules and guidelines of Oregon Health Authority, Health Services Division: Behavioral Health Services, Chapter 309-019 and Oregon Board of Licensed Professional Counselors and Therapists, OAR 833.

2. GENERAL INFORMATION

- A. Contractor shall 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 receive two hours of clinical supervision quarterly, which shall include at least one hour of individual face-to-face contact either in person or via two-way audio visual conferencing from a qualified clinical supervisor. Contractor will be required to provide documentation of supervision received, if obtained by a Clinical Supervisor Outside of County. Failure to do so may lead to contract termination.

3. AUTHORIZED SERVICES

- A. County will only pay for service and activities that have been pre authorized and agreed upon in writing by both parties on a Service and Activity Authorization Form.
- B. County will authorize services based on Level of Care as outlined in the Individual Service Plan. All services submitted for payment must be supported by the Individual Service Plan and verified by County to be compliant with applicable regulations.
- C. County authorizes services based on the level of credential of the staff assigned, their respective boards' licensure plan if applicable, and as outlined in OAR 309 Division 19 Rule 0125.

4. RATES AND METHOD OF PAY

- A. County shall reimburse the Contractor at the rate of \$130.00 per hour for client direct Billable Services, as outlined in the Service Activity Authorization form with services paid on a per occurrence basis to the nearest quarter hour upon receipt of an invoice.
- B. County shall reimburse the Contractor at the rate of \$110.00 per hour for Clinical Supervision services and Office Hours availability, as outlined in the Service Activity Authorization form with services paid on a per occurrence basis to the nearest quarter hour upon receipt of an invoice.
- C. County will have no legal obligation to pay for any unauthorized services, including unauthorized expenditures.



Service Activity Authorization

Contractor: GLEND A EVANS Effective Date: 07/01/25 SAA ID: EVAGL - 02

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

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

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

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

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

Location						
-	-	West Salem	Remote	-	-	-
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
-	-	8:00 AM - 6:00 PM	8:00 AM - 6:00 PM	-	-	-

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



Service Activity Authorization

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

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



Service Activity Authorization

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

I have reviewed and understand the service activity checked above is activity I am authorized to request reimbursement for. If at any time, there is a need to increase or decrease the authorized hours, I will give a 30 day notice to my contract administrator.

Glenda Evans

Contractor Signature

Date

INTERGOVERNMENTAL AGREEMENT
Between
POLK COUNTY and THE CITY OF SALEM

1. PARTIES TO AGREEMENT

This Agreement is between Polk County, a political subdivision of the state of Oregon, hereafter called Polk, and the City of Salem, a political subdivision of the state of Oregon, hereafter called Salem, (Collectively referred to as "Parties") and is made pursuant to ORS Chapter 190.

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Parties will jointly implement Schedule A (3) (d) and (e) of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase II General Permit, of which Polk is the Permit Registrant. These terms and conditions are further described in Section 5 and pertain to implementing the MS4 Phase II Permit requirements for Construction Site Runoff Control and Post-Construction Site Runoff for New Development and Redevelopment. The terms of this agreement only apply to development that is within Polk County's jurisdiction and within the City of Salem's adopted Urban Growth Boundary (UGB) that is depicted on Polk County's Official Zoning Map, hereafter called the Agreement Area.

3. TERM AND TERMINATION

3.1 This Agreement shall begin once executed by both parties and be in place through the term of the Oregon Department of Environmental Quality (DEQ) Permit No. 116224, unless terminated or extended as provided herein.

3.2 This Agreement may be extended by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 UNDER THE TERMS OF THIS AGREEMENT, SALEM SHALL:

- a. Receive and review applications and issue evaluation for Erosion Prevention and Sediment Control (EPSC) and Green Stormwater Infrastructure (GSI) within the Agreement Area. Evaluations will be issued only if applicants comply with all applicable Salem Revised Code (SRC) requirements in effect at the time of application, including, SRC Chapter 70 "Utilities", SRC Chapter 71 "Stormwater", SRC Chapter 75 "Erosion Prevention and Sediment Control", SRC Chapter 82

"Clearing and Grading of Land", and in conformance with the most current version of Salem's Public Works Design Standards. Salem shall provide inspection for all such EPSC and GSI permits during construction and for this service each individual applicant shall pay to Salem the permit fees adopted by the Salem City Council.

- b. Administer through its Public Works Department the rules and regulations adopted by Polk under this Agreement. During the inspection process, the Director shall notify Polk of all evaluations for which compliance has not been obtained.

4.2 UNDER THE TERMS OF THIS AGREEMENT, POLK SHALL:

- a. Update Polk County's Code of Ordinances to require construction site operators to obtain an Erosion Prevention and Sediment Control evaluation (EPSC) from Salem for construction projects that will result in a minimum land disturbance of 10,890 square feet (a quarter of an acre) or more within Polk County's jurisdiction and within Salem's adopted UGB. Polk County to issue EPSC permits upon receipt of an evaluation recommending such a permit.
- b. Update Polk County's Code of Ordinances to require a Green Stormwater Infrastructure evaluation (GSI) from Salem for projects that will create or replace 10,890 square feet (a quarter of an acre) or more of new impervious surface within Polk County's jurisdiction and within the Salem's adopted UGB. Polk County to issue a GSI permit upon a receipt of an evaluation recommending such a permit.
- c. Be responsible for determining when the MS4 Phase II General Permit requires an EPSC and/or GSI for a project, and notify the applicant.
- d. Provide Salem a copy of the permit and all other supporting documents for the project that requires obtaining an EPSC and/or GSI from Salem.
- e. Require property owners to sign and record a long-term operation and maintenance agreement with the Polk County Clerk for Post-Construction Stormwater Controls that are installed as part of a GSI.
- f. Be responsible for enforcement and inspections that are associated with long-term operation and maintenance requirements.
- g. Amend procedures and train Polk County staff to identify what projects require an EPSC and/or GSI from Salem.
- h. Maintain records for all permits that require an EPSC and/or a GSI.
- i. Remain responsible for compliance with any MS4 Phase II Permit requirements that another permit registrant or entity fails to implement.

- j. Notify Salem of changes prior to amending any rules, regulations or ordinances governed by this agreement that change the obligations of Salem under the agreement at least 60 days prior to first legislative or administrative action on the relevant rules, regulations or ordinances.

5. FUNDING

Salem will charge applicants a fee for the cost of service with the submission and/or issuance of an EPSC and/or a GSI evaluation.

6. COMPLIANCE WITH APPLICABLE LAWS

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

7. NONDISCRIMINATION

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

8. HOLD HARMLESS

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

9. INSURANCE AND RISK MANAGEMENT

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

10. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the

signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICES

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

Salem:

Brian D. Martin, PE
Public Works Director
555 Liberty St SE, Suite 325,
Salem, OR 97301

Polk:

Austin McGuigan
Community Development Director
850 Main St.
Dallas, OR 97338

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SIGNATURES

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

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

CITY OF SALEM SIGNATURE

Krishna Namburi

Signature

KRISHNA NAMBURI

Print Name

Phone: 503-588-6366
E-mail: Knamburi@City of Salem.net

POLK COUNTY SIGNATURE

Signature

Print Name

Phone: _____
E-mail: _____

