

POLK COUNTY BOARD OF COMMISSIONERS

DATE: August 20, 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 August 13, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. DALLAS FOOD BANK UPDATE AND LETTER OF SUPPORT REQUEST – Eileen Dicicco**

CONSENT CALENDAR

- a) Polk County Contract No. 25-148, Regence BlueCross BlueShield
(Rosana Warren, Public Health)
- b) Polk County Contract No. 25-150, Killian & O'Halloran, Inc.
(Rosana Warren, Behavioral Health)

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

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

APPEARANCE OF INTERESTED CITIZENS

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

PUBLIC HEARING FORMAT
Land Use

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

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES August 13, 2025

1. CALL TO ORDER & ATTENDANCE

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

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

2. ANNOUNCEMENTS

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

The Homeless Prevention Advisory Council (AKA P.A.T.H.S) will be meeting on August 13, 2025 from 12:00 pm to 2:00 pm located at 1407 Monmouth Independence Hwy, Monmouth OR 97361.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

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

ALL VOTED YES.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF August 6, 2025

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF August 6, 2025.

ALL VOTED YES.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

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

ALL VOTED YES.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. PUBLIC HEARING – SURRENDERING JURISDICTION OF VARIOUS ROADWAYS TO THE CITY OF INDEPENDENCE

Commissioner Pope opened the public hearing and invited Darren Blackwell, Polk County Surveyor, to provide background information and state his request. Mr. Blackwell shared background information for the record and stated that he is requesting that the Board sign and approve Polk County Order No. 25-09. Commissioner Pope asked Mr. Blackwell to specifically name all the roadways that we are surrendering jurisdiction to and Mr. Blackwell answered his request. Commissioner Pope wanted to talk more about the portion of Hoffman Road and Todd Whitaker, Public Works Director, answered his questions from the audience. Commissioner Pope asked them to elaborate more on the annexation of Hoffman Road and Morgan Smith, County Counsel, answered his question.

Commissioner Pope stated that no one from the city or the public and closed the hearing.

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE AND SIGN POLK COUNTY ORDER NO. 25-09 IN THE MATTER OF SURRENDERING JURISDICTION OF VARIOUS ROADWAYS TO THE CITY OF INDEPENDENCE.

ALL VOTED YES.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

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

- a) Polk County Order No. 25-10, Haley Avenue Road Vacation
(Todd Whitaker, Public Works Director)
- b) Polk County LADPC Appointment Termination, Mark Davis
(Jodi Merritt, Community Corrections Director)
- c) Polk County LADPC Appointment, Frank Ehrmantraut
(Jodi Merritt, Community Corrections Director)
- d) Polk County Contract No. 25-142, Employment Agreement
(Greg Hansen, Administrative Officer)
- e) Polk County Contract No. 25-143(Amendment 7 to 24-36), OHA
(Rosana Warren, Behavioral Health)
- f) Polk County Contract No. 25-144(Amendment 8 to 24-36), OHA
(Rosana Warren, Behavioral Health)
- g) Polk County Contract No. 25-145, Woodburn Construction, LLC
(Matt Hawkins, Admin Services Director)

At 9:12 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

The Executive Session ended and Commissioner Pope asked staff to move forward as directed and adjourned the meeting at 9:57 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



322 Main Street, Ste 180

Dallas, OR 97338

Presentation to the Polk County Board of Commissioners

Dallas Food Bank Board Secretary Eileen DiCicco is seeking a letter of support from the Polk County BOC for Dallas Food Bank's planned new building at 565 SE LaCreole Drive. This letter would become part of funding proposal packets for the project, the first of which is for a \$1.5M Community Development Block Grant requested by the City of Dallas on behalf of Dallas Food Bank.

For additional details, please contact:

EILEEN DICICCO

edicicco@msn.com

(775) 560-3349

EDDIE NELSON

eddiemn12@rocketmail.com

(503) 857-5042

Thank you for this opportunity to present our request.

Case for Support: New Dallas Food Bank Building

Summary: Dallas Food Bank is seeking to build a 3,000 square-foot facility to better serve more than 5,000 food-insecure individuals annually, 89% of whom reside in Polk County. The current 1,800 square-foot leased space in the Main Street Plaza has numerous shortfalls. A new facility will provide adequate space to serve the families in a more dignified manner.

Why Now:

- After several years of searching, the Dallas Food Bank Board of Directors has identified land it will purchase with its own funds for a new food bank at 565 SE LaCreole Drive.
- Dallas Food Bank has outgrown its current site at 322 Main St., Ste. 180, in Main Street Plaza. Clients have to wait outside to be served, there is no check-in privacy.
- Main Street Plaza is for sale and under new property management. The current lease expires at the end of 2025, and we are certain operational costs will increase \$500 to \$600 per month in utility costs alone. Currently we pay only \$150 for utilities with the rest absorbed by the owner as an in-kind contribution to the Food Bank. Our monthly rent for 2025 is \$1,726.
- Federal Community Develop Block Grant Community Facilities funding is currently available and the City of Dallas has agreed to seek \$1.5M in funding to construct a new Food Bank, which would be deeded to Dallas Emergency Food Corporation (aka Dallas Food Bank).

Who Benefits:

- Food-insecure individuals living in the greater Dallas area will have a Food Bank facility that is accessible and well-designed to offer a dignified food distribution experience.
- Dallas Emergency Food Corporation, an all-volunteer 501(C)(3) nonprofit, will have a home of its own to continue serving the community as it has done since 1983.
- Community donors' contributions could go toward purchasing much needed food instead of ever-increasing costs of renting.

Limitations of Current Leased Space:

- No Lobby - Families are required to stand outside in the cold, rain, or heat until it's their turn to be served. Check-in is outside with no privacy when sharing information.
- Small Shopping Area - Clients are often back-to-back as they select foods their family will use in the small shopping-style food distribution area. Shopping can be slow dependent upon the person in front of the shopping line.
- Insufficient Infrastructure – The electrical supply is strained to support refrigeration. HVAC is insufficient. In 1,800 square feet, there is wasted space that cannot be utilized due to the office space design and small rooms. Parking for clients is inadequate on distribution days as it is shared with other building occupants' employees and clients. There is no ADA-accessible bathroom. Inadequate sinks hamper cleaning in the face of continuous use in every season.
- One Door - One door alone provides ingress and egress which adds to congestion not only for clients but also for the delivery of food. Food distribution times are limited to allow for food deliveries to be made.

Community Need:

- An increasing number of families are visiting Dallas Food Bank. In Jan-July 2024, there were 3,386 visits to the food bank. During the same period for 2025, we have 3,642 visits to the food bank. We average 30 new families each month.
- January-July 2025, the Food Bank served 1,132 unique households comprised of 3,762 unique individuals.
- Cuts to federal and state safety-net programs are driving families to seek food assistance from Dallas Food Bank.
- Dallas Food Bank provides services to all of Polk County, Grand Ronde, Williamina and Sheridan — 89% of the families we serve live in Polk County. When families from outside of our service area visit the food bank, we provide food to those families and a list of food banks local to their area.
- We serve the most vulnerable in our community. 32% of those served are children; 10% are over age 65; 16% are disabled; 32% are BIPOC.
- Income data shows that 34% of clients work full-time or part-time, 31% live on a pension, SSA, SSDI or SSI, and 24% had no source of income. All who come through the door struggle to put food on the table and still pay for other basic needs like housing, utilities, healthcare, childcare and transportation.

The Proposed Building:

- We are looking at stick-built and modular options ranging from \$1.7M to \$2.1M.
- The open-floor plan will include a receiving area for food deliveries, ample storage for fresh, frozen and dried foods, a shopping area that accommodates two-way cart traffic, ADA bathrooms, mop and utility sinks, office and waiting room.
- We will have adequate parking for volunteers and clients.
- In the future, we plan to add solar panels to decrease our energy costs and carbon footprint.

Fundraising:

- Federal CDBG construction funding is central to the project. Any funding gap will be filled by foundation grants, community cash donations and in-kind contributions of materials.

ABOUT DALLAS FOOD BANK

Dallas Emergency Food Corporation (aka Dallas Food Bank) is an all-volunteer 501(C)(3) nonprofit that has served the greater Dallas community since 1983. It is guided by a Board of Directors. It is a member in good standing with the Marion Polk Food Share regional hunger-relief network. EIN #93-0843261

Food donations come from Marion Polk Food Share, a member of the Oregon Food Bank Network, local grocers, farmers, and community members. Strategic food purchases are made to fill gaps in the donated food supply to ensure families have the foods they need to thrive. The Dallas Emergency Bank has approximately 65 volunteers, who donate about 721 hours per month. The Food Bank is open morning or afternoon hours, five days a week. Approximately \$40,000 is spent annually on strategic food purchases to ensure that families are receiving adequate protein and balanced food choices. Families may shop twice a month.

Draft letter of support for Polk County BOC consideration.

This is written broadly so that it may be used for the CDBG proposal and proposals to other potential funders. If you wish to direct it only to the CDBG application that the City of Dallas will be submitting on our behalf, feel free to do so.

RE: A New Building for Dallas Food Bank

(Insert Entity) To whom it may concern,

Dallas Emergency Food Corporation (Dallas Food Bank) has been providing vital food assistance in Polk County for more than four decades. Without this dedicated all-volunteer nonprofit, hundreds of families each month would have less food in their households.

Dallas Food Bank is a critical component in safety-net services for Polk County residents. It provides Monday through Friday access to needed food resources to the greater Dallas area and all the remaining Polk County communities. County employees who work with residents who are struggling to meet basic needs know they have a reliable place to refer them to for food assistance.

The Food Bank provides amazing service despite the limitations of their current leased site. Although the Polk County cannot assist Dallas Food Bank financially at this time due to other pressing priorities, the Board of Commissioners would like to add our voice in support this building construction project.

We ask for your financial support for this proposal which will help Dallas Food Bank secure a building to call its own.

Sincerely,

Polk County Board of Commissioners



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: August 20, 2025
Contractor Name: Regence BlueCross BlueShield of Oregon
Address: PO Box 1271 M/S WW5-52N
City, State, Zip: Portland, OR 97207-1271
Effective Dates - From: September 01, 2025 Through: EVERGREEN
Contract Amount: \$ Varies

Background:

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

Discussion:

This Amendment with Regence BlueCross BlueShield adds the reimbursement rates for home visiting services provided through Polk County Public Health's Family Connects program to its members. Rates were negotiated by State of Oregon and cover the costs of the service encounters.

Fiscal Impact:

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

Recommendation:

It is recommended that Polk County sign this Amendment 1 with Regence BlueCross BlueShield.

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: _____

**AMENDMENT TO
REGENCE BLUECROSS BLUESHIELD OF OREGON
MEDICAL GROUP AGREEMENT**

THIS AMENDMENT, effective **September 01, 2025**, hereby amends the Medical Group Agreement ("Agreement" or as otherwise defined in the Agreement) and any and all amendments, addenda, attachments or exhibits thereto by and between Regence BlueCross BlueShield of Oregon (Regence or as otherwise defined in the Agreement and hereafter referred to as "Regence") and **POLK COUNTY PUBLIC HEALTH** (Provider or as otherwise defined in the Agreement and hereafter referred to as "Provider").

RECITALS

WHEREAS, Regence and Provider entered into the Agreement, wherein Provider agreed to provide Covered Services to Members; and

WHEREAS, Regence and Provider agree to continue their contract to provide health care services to Members, and amend the Agreement for the purpose of incorporating the provisions set forth below; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The enclosed Attachment A-1, *Regence BlueCross BlueShield of Oregon, Oregon Universal Newborn Nurse Home Visit, Reimbursement Schedule, Effective September 1, 2025*, is hereby added to this agreement.

Any term not defined herein shall have the meaning set forth in the Agreement.

To the extent that there is any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will prevail.

Except as expressly amended and supplemented by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

UNDER PENALTIES OF PERJURY, I (Provider) certify that:

1. The number(s) shown on this form or otherwise set forth on a subsequent Attachment to this Agreement is/are the correct taxpayer identification number (or Provider is waiting for a number to be issued), **and**
2. Provider is not subject to backup withholding **(a)** exempt from backup withholding, or **(b)** have not been notified by the Internal Revenue Service (IRS) that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified Provider that it is no longer subject to backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

POLK COUNTY PUBLIC HEALTH

REGENCE BLUECROSS BLUESHIELD OF OREGON

Signature of Authorized Representative

Signature of Authorized Representative

Print Name

Denise Corcoran, Vice President, Contracting

Name and Title of Authorized Representative

Title

Date

Date

Name of Provider as it corresponds to this Taxpayer Identification Number

936002310
Taxpayer Identification Number

Email Address

**ATTACHMENT A-1
REGENCE BLUECROSS BLUESHIELD OF OREGON
OREGON UNIVERSAL NEWBORN NURSE HOME VISIT
REIMBURSEMENT SCHEDULE
EFFECTIVE SEPTEMBER 01, 2025
FOR
POLK COUNTY HEALTH DEPARTMENT**

This Attachment A-1 to the Regence BlueCross BlueShield of Oregon (Regence) Participating Medical Group Agreement, (the "Agreement") is effective **September 01, 2025** and replaces and supersedes any prior payment and/or rate exhibits/attachments. Any term not defined herein shall have the meaning set forth in the Agreement. Reimbursement for all commercial networks that Provider participates in, according to the Provider Network Addendum, will be reimbursed according to the same terms as defined in this Reimbursement Schedule unless specifically noted otherwise.

I. DEFINITIONS

- 1.1 Allowable Billed Charges** – Charges submitted by Provider for Covered Services subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies.
- 1.2 Claim** - The CMS-1500, standard electronic format or successor, as required by applicable federal authority and state regulatory authority, submitted to Regence for payment to Provider for services rendered to Members.
- 1.3 Maximum Allowable** – The amount that Regence agrees to pay, subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies. Provider agrees to accept as payment in full for Covered Services provided to Members.

II. REIMBURSEMENT SCHEDULE/PAYMENT METHODOLOGY

- 2.1 Maximum Allowable.** The Maximum Allowable amount for Covered Services shall be the lesser of Allowable Billed Charges or the amount set forth in Article II.
- 2.2** The Maximum Allowable for Covered Services rendered by Providers shall be:

SINGLE NEWBORN			
Code	Code Description	Rate	Notes
99502-32-TD*	Pre-Integrated Home Visit (Pre-IHV) only; Single support visit	\$427.00	Submit a single support visit claim only when the single support visit is: Completed prior to 3 weeks of age AND address an immediate concern AND the comprehensive newborn nurse home visit is planned, but subsequently not completed. Do not submit a single support visit claim in addition to a comprehensive newborn nurse home visit case rate.
99502-32*	Integrated Home Visit (IHV), Pre-IHV and up to 2 follow-up visits; Comprehensive newborn nurse home visit and up to 2 subsequent visits	\$1,856.00	Submit a single claim for the IHV when 75% or more of nursing assessments completed. One-time billing for newborn. IHV case rate includes follow-up visits (if any). Submit claim following last home visit.

MULTIPLE NEWBORNS			
Code	Code Description	Rate	Notes
<u>Newborn # 1:</u> 99502-32-TD* <u>Each additional newborn:</u> None	Pre-Integrated Home Visit (IHV); Single support newborn nurse visit and optional support newborn home visits.	<u>Newborn # 1:</u> \$427.00; <u>Each additional newborn:</u> None	Submit a single support visit claim only when the single support visit is delivered, and the comprehensive newborn nurse home visit is subsequently not completed. Do not submit a single support visit claim in addition to a comprehensive newborn nurse home visit case rate.
<u>Newborn # 1:</u> 99502-32* <u>Each additional newborn:</u> 99502-32-TT*	Integrated Home Visit (IHV) and up to 2 follow-up visits; Comprehensive newborn nurse home visit and optional support newborn home visits.	<u>Newborn # 1:</u> 1,856.00; <u>Each additional newborn:</u> \$297.00	75% or more of nursing assessments completed. One-time billing for newborn. IHV case rate include follow-up visits (if any). Submit claim following last home visit.

*add additional modifiers as needed

III. MISCELLANEOUS

Notwithstanding anything in the Agreement to the contrary, the parties understand and agree that services that Provider does not normally provide within its scope of business will not be provided under the terms of the Agreement, unless mutually agreed to in writing by the parties.

IV. COPAYMENT, COINSURANCE, DEDUCTIBLE

Where the Member Contract provides for payment of Copayment, Coinsurance or Deductible by the Member, payment by Regence for Covered Services shall be the Maximum Allowable less the applicable Copayment, Coinsurance and/or Deductible.

V. TERMS

To the extent the terms of this Reimbursement Schedule are inconsistent with the terms of the Agreement or Provider Web Site, these terms apply.

IV. NON-DISCLOSURE

Provider agrees that unless required by law or otherwise allowed by the Agreement, it shall not disclose the reimbursement rates set forth in this Attachment without prior written consent of Regence. Provider acknowledges that the unauthorized disclosure of this information may cause irreparable damage to Regence and Provider agrees that Regence may seek relief for breach of the Agreement.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: August 20, 2025
Contractor Name: Killian & O'Halloran, Inc.
Address: PO Box 682
City, State, Zip: McMinnville, OR 97128
Effective Dates - From: July 01, 2025 Through: December 31, 2025
Contract Amount: \$96,000.00 NTE

Background:

Killian & O'Halloran, Inc. has agreed to provide guardianship services to individuals residing in Polk County who have been deemed a protected person due to a mental health crisis episode or serious and persistent mental illness in support of Polk County Health Services (PCHS) diversion and stabilization services through contract 24-92.

Discussion:

This Amendment is for the continuation of guardianship services Killian & O'Halloran, Inc. has been providing for Polk County these past few years. This Amendment extends the existing Agreement for an additional 6 months to align with the CFAA funding Agreement and also establishes a NTE amount due to funding shortages.

Fiscal Impact:

The Behavioral Health Services budget has sufficient expenditure authority to accommodate this agreement and the Behavioral Health Outpatient budget was prepared in anticipation of it.

Recommendation:

It is recommended that Polk County sign this Amendment 1 with Killian & O'Halloran, Inc.

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: _____

**AMENDMENT 1 to No. 24-92 the
AGREEMENT
between
POLK COUNTY and KILLIAN & O'HALLORAN, INC**

The Agreement No. 24-92, entered into by and between POLK COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County" and KILLIAN & O'HALLORAN INC, hereinafter referred to as "Contractor", dated July 1, 2024 incorporated herein by reference "the Agreement";

RECITALS

WHEREAS, Contractor shall perform guardianship services to referred individuals residing in Polk County whom the court system and/or Oregon State Hospital deems a protected person;

WHEREAS, County and Contractor intend to amend the Agreement effective as of July 01, 2025;

WHEREAS, Amendment 1 extends the contract term date and sets a not-to-exceed amount for the services as outlined in Exhibit B of the Agreement;

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

AMENDMENT

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

SECTION II: CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 2024, and ending ~~June 30, 2025~~ December 31, 2025, 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.

The Exhibit B: Statement of Service is hereby amended as follows:

2. RATES AND METHOD OF PAY

- A. ~~Contractor's rate shall be: \$115 per hour~~ County agrees to pay an amount not-to-exceed of \$96,000.00 for the term of this Agreement and as approved by County for guardianship services, at the rate of \$115.00 per hour.

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

CONTRACTOR SIGNATURE

Cherie O'Halloran

Date

COUNTY SIGNATURE

Gregory Hansen
County Administrative Officer

Date

Morgan Smith
County Counsel

Date