

**POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** September 3, 2025  
**TIME:** 9:00 a.m.  
**PLACE:** Polk County Courthouse, Dallas, Oregon

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

**PAGE:** **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
  - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
  - (b) The Grand Ronde Sanitary District Board is meeting on September 17, 2025 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes. We encourage all community members to engage with public comments to the Board of Commissioners. However, out of respect for our audience and a general sense of decorum please refrain from vulgar, threatening or inappropriate language.)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM August 20, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. RECLASSIFICATION OF TWO EMPLOYEES – Matt Hawkins**

**CONSENT CALENDAR**

- a) Polk County Contract No. 25-155, Oregon Health Authority  
(Rosana Warren, Public Health)
- b) Polk County Contract No. 25-157, State of Oregon Department of Corrections  
(Jodi Merritt, Community Corrections Director)
- c) Polk County Contract No. 25-159, Marion County  
(Rosana Warren, Behavioral Health)
- d) Polk County Contract No. 25-160, Polk County Deputy District Attorneys  
(Matt Hawkins, Admin Services Director)

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

**ADJOURNMENT**

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS  
GUIDELINE FOR CITIZENS

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REGULAR MEETING AGENDA

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

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APPEARANCE OF INTERESTED CITIZENS

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

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PUBLIC HEARING FORMAT

Land Use

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

**POLK COUNTY BOARD OF COMMISSIONERS**  
**MINUTES August 20, 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 was present and Commissioner Gordon was absent.

Staff present: Greg Hansen, Administrative Officer  
Matt Hawkins, Administrative Services Director

**2. ANNOUNCEMENTS**

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**3. COMMENTS**

None.

**4. APPROVAL OF AGENDA**

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

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

**5. APPROVAL OF MINUTES OF August 13, 2025**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED,  
TO APPROVE THE MINUTES OF August 13, 2025.**

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

**6. APPROVAL OF CONSENT CALENDAR**

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

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

**7. DALLAS FOOD BANK UPDATE AND LETTER OF SUPPORT REQUEST**

Eileen Diccico, Dallas Food Bank, introduced herself and stated that she was present today to talk about what the Dallas Food Bank has been up to in Dallas and to also ask for a letter of support because they are 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. Mrs. Diccico shared some statistics on how many households they assist and she talked about the pick-up process in their office. She stated that lack of space has been an issue. Mrs. Diccico said that the building they are in is up for sale and their lease ends at the end of this year. Mrs. Diccico stated that they will be purchasing the property on their own as they have been saving up for this for 10 years and the City of Dallas will be applying for a \$1.5 million federal community development block grant. The current estimate for the costs of \$2.1 million, but they may bring the size of the building down to get the costs closer to \$1.96 million. Commissioner Pope asked why the cost of the building is \$700 square feet for a bare building and Mrs. Diccico answered his question. Commissioner Pope asked if she knows what the Ella Curran project is costing and Mrs. Diccico answered his question. Commissioner Pope asked if Marion County Food Share is contributing to this project and she said no, they help assist with getting different food into their facility. Commissioner Pope asked who else is planning to provide a letter support and Mrs. Diccico answered him. Commissioner Mordhorst asked if there are any contractors who support them and Mrs. Diccico answered his question. Commissioner Pope said they would take it under consideration and thanked her for her time.

The following items were approved by Motion under **5. APPROVAL OF 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)



There no need for an executive session and Commissioner Pope adjourned the meeting at 9:20 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

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Craig Pope, Chair

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Jeremy Gordon, Commissioner

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Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda  
Approved: August 27, 2025



**MEMORANDUM**

**TO:** Board of Commissioners  
**FROM:** Matt Hawkins, Admin. Services Director  
**DATE:** August 29, 2025  
**SUBJECT:** Reclassification of a Health Services Supervisor II and a Health Services Supervisor III

**Wednesday – September 3, 2025 (5 minutes)**

**RECOMMENDATION:**

The Board of Commissioners approve the reclassification of a Health Services Supervisor II and a Health Services Supervisor III.

**ISSUE:**

Shall the Board approve the reclassifications?

**DISCUSSION:**

It is recommended that Michelle Holland and Ariel Parker, from Health Services, both be reclassified to the position of Health Services Supervisor IV. Noelle Carroll, Health Services Director, has made this request for the following reasons. Michelle and Ariel are both being asked to take on much higher levels of expectations within the Health Services Department. Michelle is currently a HS Supervisor III, but will be taking on all things related to Outpatient administrative care within the organization. Ariel is currently a HS Supervisor II; however, she will now be taking on all duties related to Services and Programming for the CARES Center.

Michelle is currently at step 7 of the Health Services Supervisor III position which is \$8,053 monthly. If the reclassification is approved, she would move to step 7 of the Health Services Supervisor IV position which is \$8,588.

Ariel is currently at step 3 of the Health Services Supervisor II position which is \$6,365 monthly. If the reclassification is approved, she would move to step 1 of the Health Services Supervisor IV position which is \$6,788.

Should the reclassification be approved, it would be effective September 1, 2025.



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550  
Department: Health Services: Public Health Consent Calendar Date: August 27, 2025  
Contractor Name: Oregon Health Authority  
Address: 635 Capitol Street NE, Room 350  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: July 01, 2025 Through: June 30, 2027  
Contract Amount: \$23,410.82

## Background:

The County receives funds from the Oregon Health Authority to provide Public Health Services to residents of the County by way of a grant. This is Amendment 1 to IGA 185827 (No. 25-109) the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made as part of the grant.

## Discussion:

This Amendment awards funding to the Public Health PE43 Immunization services for the next biennium in the amount of \$21,893 and PE01 Communicable Disease in the amount of \$1,517.82.

## Fiscal Impact:

The total award for this Amendment is \$23,410.82 as expected with services continuing as status quo. The Public Health budget was prepared in anticipation of this funding.

## Recommendation:

It is recommended that Polk County sign Amendment 1 to IGA 185827 with the Oregon Health Authority.

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: \_\_\_\_\_

**OHA - 2025-2027 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**Agreement #185827**

**AMENDMENT TO OREGON HEALTH AUTHORITY  
2025-2027 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

This First Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2025, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Polk County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Polk County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 as set forth in Exhibit J of the Agreement;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Amendment is effective on **July 15, 2025**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.

## 2. The Agreement is hereby amended as follows:

- a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to replace the information for PE01 and add the information for PE43, titles and funding source identifiers as follows:

<b>PE NUMBER AND TITLE</b> • SUB-ELEMENT(S)	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB- RECIPIENT (Y/N)</b>
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**PE01 State Support for Public Health**

<b>PE 01-01</b> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<b>PE01-12</b> ACDP Infection Prevention Training	FF	Oregon 2020 Epidemiology & Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)	93.323	N	Y

**PE43 Immunization Services**

<b>PE 43-01</b> Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
<b>PE 43-02</b> Wallowa County and School Law	GF	N/A	N/A	N	N
<b>PE43-05</b> OIP Bridge COVID	FF	Immunization Cooperative Agreements	93.268	N	Y
<b>PE 43-06</b> CARES Flu	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y
<b>PE 43-07</b> School Law	GF	N/A	N/A	N	N

- b. Exhibit B Program Element #43 “Immunization Services” is hereby added by Attachment A attached hereto and incorporated herein by this reference.
- c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 2 of Exhibit C.
- d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**7. Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

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

**POLK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2025, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

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

## Attachment A

## Exhibit B - Program Element Descriptions

**Program Element #43: Public Health Practice (PHP) Immunization Services****OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Immunization Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Immunization Services.

Routine immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Immunization services funded under this Agreement include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to underserved populations that lack access to vaccination with an emphasis on ensuring equity in service delivery.

This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- e. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient's paper medical chart.
- f. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- g. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- h. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- i. **IQIP, Immunization Quality Improvement for Providers:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- j. **IRIS System:** An electronic system developed and maintained by OHA used by LPHAs to issue exclusion orders and report school- and child care site-specific data.
- k. **Oregon Vaccine Stewardship Statute:** State law requiring all state supplied vaccine providers to:
  - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;

- (2) Use ALERT IIS ordering and inventory modules; and
- (3) Verify that at least two employees have current training and certification in vaccine storage, handling, and administration, unless exempt under statute.

- l. Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- m. Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- n. Section 317:** Funding that provides no cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- o. Service Area:** Geographic areas in Oregon served by immunization providers.
- p. Vaccine Access Program (VAP):** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- q. Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- r. Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- s. Vaccine Eligibility:** An individual's eligibility for vaccine/IG based on insurance coverage for immunization.
- t. Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
  - (1) American Indian/Alaskan Native; or,
  - (2) Uninsured; or,
  - (3) Medicaid-enrolled; or,
  - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
  - (5) Underinsured and served by LPHAs.
- u. Vaccine Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal immunization requirements.
- v. Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

### 3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):



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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Population Health Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component						X = Foundational capabilities that align with each component						
X = Other applicable foundational programs												
<b>Vaccines for Children Program Enrollment</b>					*		<b>X</b>					<b>X</b>
<b>Oregon Vaccine Stewardship Statute</b>					*	<b>X</b>						
<b>Vaccine Management</b>					*							<b>X</b>
<b>Billable Vaccine/IG</b>					*		<b>X</b>					
<b>Vaccine Administration</b>					*							<b>X</b>
<b>Immunization Rates, Outreach and Education</b>				*			<b>X</b>					
<b>Tracking and Recall</b>				*					<b>X</b>			
<b>Surveillance of Vaccine-Preventable Diseases</b>	*								<b>X</b>			
<b>Adverse Events Following Immunizations</b>					*							
<b>Perinatal Hepatitis B Prevention, Screening and Documentation</b>	*								<b>X</b>			
<b>School/Facility Immunization Law</b>				*					<b>X</b>			

**b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:**

- Two-year-old vaccination rates
- Adult influenza vaccination rates for ages 65+

- c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:**
- Demonstrated use of data to identify population(s) of focus.
  - Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities (LTCFs).
  - Demonstrated actions with health care providers or pharmacists to improve access to vaccination.
  - Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP).
  - Demonstrated outreach and educational activities conducted with community partners.

#### 4. **Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. **Vaccine Access Program OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VAP provider or VFC Provider to assure access to clinical immunization services in the jurisdiction.
- If LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider or Vaccine Access Provider. All subcontracts must include assurance of vaccine access to persons who are unable to receive needed vaccines in a timely manner.
- b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.
- c. **Vaccine Management.**
- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventory files must be kept for a minimum of three years.
  - (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.
- d. **Billable Vaccine/IG.**
- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
  - (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
  - (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
  - (4) Payment is due 30 days after the invoice date.
- e. **Vaccine Administration.**
- (1) Section 317 vaccines may only be administered to recipients determined to be eligible according to the most current vaccine eligibility chart, available at <https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/VACCINESIMMUNIZATION/IMMUNIZATIONPROVIDERRESOURCES/Documents/317chart.pdf>.

- (2) In connection with the administration of a vaccine, LPHA must:
  - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
  - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
  - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
  - (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
  - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)
  - (f) If LPHA documents vaccine administration electronically, LPHA must demonstrate the ability to override a VIS date in their EHR system to record the actual publication date.
  - (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <https://sos.oregon.gov/archives/Documents/recordsmgmt/sched/schedule-health-public.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
  - (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

**f. Immunization Rates, Outreach and Education.**

- (1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- (2) By June 30 of every year, using a template provided by OHA and agreed upon by CLHO, LPHA will complete an annual outreach workplan by selecting from OHA-suggested activities or creating their own. and submit to OHA:
  - (a) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to increase access to clinical immunization services.
  - (b) Activities should be designed to serve communities with limited access to immunization services or groups placed at increased risk of severe disease outcomes.

**g. Tracking and Recall.**

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system or equivalent system compliant with the Clinical Decision Support for Immunization standards published by the CDC.

- (2) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

**h. Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>  
<http://public.health.oregon.gov/LaboratoryServiceshttp://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

**i. Adverse Events Following Immunizations.**

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
- (3) OHA requests a follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

**j. Perinatal Hepatitis B Prevention, Screening and Documentation**

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
  - (a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
  - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
  - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
  - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
  - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.

- (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

**k. School/Facility Immunization Law**

- (1) LPHA must comply with the Oregon School Immunization Law, [Oregon Revised Statutes 433.235 - 433.284](#), and [Oregon Administrative Rules 333-050-0140](#)
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, [Oregon Revised Statutes 433.235 - 433.284](#) and the administrative rules promulgated pursuant thereto, [Oregon Administrative Rules 333-050-0140](#).
- (4) LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities and can confirm receipt of materials
- (5) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement. Completion of Primary and Follow Up Tab data entry for all sites in the LPHA Service Area fulfills this requirement.

**l. Affordable Care Act Grants/Prevention and Public Health Project Grants**

- (1) If one-time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.

**5. General Revenue and Expense Reporting.**

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Program Reporting Requirements.**

- a. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- c. LPHA must complete and submit an Immunization Status Report as required in Section 4.1.(4) of this Program Element.
- d. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

**7. Performance Measures.**

- a. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90% LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
  - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
  - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
  - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- c. LPHA must complete data entry into the IRIS system of 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day and of exclusion orders 14 days prior to the exclusion day (excluding exclusion orders generated through a system other than IRIS). LPHA must follow the noncompliance steps outlined in OAR 333-050-0095 with any school or facility that does not submit a Primary Review Summary report.

Attachment 1

**OREGON'S IMMUNIZATION BILLING STANDARDS**

**Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)**

**Purpose: To standardize and assist in improving immunization billing practice**

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

- ☐ Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- ☐ Determine vaccine administration fees based on the actual cost of service and document how fees were determined. For a fee calculator, see <https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/VACCINES/IMMUNIZATION/IMMUNIZATIONPROVIDERRESOURCES/VFC/Documents/BillVacAdminCostFull.xlsm>.
- ☐ Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- ☐ Develop immunization billing policies and procedures that address:
  - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
  - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
  - The appropriate charge for vaccine purchased from OIP, by including a statement that says, "We will not charge more than the OIP-published price for billable vaccine."
  - Billing processes based on payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- ☐ With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- ☐ Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- ☐ Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- ☐ Conduct regular quality assurance measures to ensure costs related to LPHA's immunization services are being covered
- ☐ Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost



**Attachment B**  
**Exhibit C - Financial Assistance Award**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Polk County  Street: 182 SW Academy, Suite 302 City: Dallas State: OR    Zip: 97338-1900	<b>2) Issue Date</b> Tuesday, July 15, 2025	<b>This Action</b> Amendment
		FY 2026
	<b>3) Award Period</b> From July 1, 2025 through June 30, 2026	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$24,872.25	\$0.00	\$24,872.25
PE01-12	ACDP Infection Prevention Training	\$0.00	\$1,517.82	\$1,517.82
PE03	Tuberculosis Case Management	\$3,800.00	\$0.00	\$3,800.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$81,096.00	\$0.00	\$81,096.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$8,250.00	\$0.00	\$8,250.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$82,250.00	\$0.00	\$82,250.00
PE36-01	OSPTR Board Primary Prevention Funding	\$99,436.00	\$0.00	\$99,436.00
PE40-01	WIC NSA: July - September	\$63,865.00	\$0.00	\$63,865.00
PE40-02	WIC NSA: October - June	\$191,595.00	\$0.00	\$191,595.00
PE40-05	Farmer's Market	\$1,661.00	\$0.00	\$1,661.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$9,546.00	\$0.00	\$9,546.00
PE42-04	MCAH Babies First! General Funds	\$10,612.00	\$0.00	\$10,612.00
PE42-11	MCAH Title V	\$35,287.00	\$0.00	\$35,287.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,586.00	\$0.00	\$2,586.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$0.00	\$21,893.00	\$21,893.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$77,000.00	\$0.00	\$77,000.00
PE46-05	RH Community Participation & Assurance of Access	\$23,729.00	\$0.00	\$23,729.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$13,312.42	\$0.00	\$13,312.42
PE51-01	LPHA Leadership, Governance and Program Implementation	\$508,400.50	\$0.00	\$508,400.50

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE51-05	CDC PH Infrastructure Funding	\$72,359.00	\$0.00	\$72,359.00
PE63	MCAH LPHA Community Lead Organizations	\$60,000.00	\$0.00	\$60,000.00
PE81-01	HIV/STI Statewide Services (HSSS) Federal Funds	\$25,864.00	\$0.00	\$25,864.00
PE81-02	HIV/STI Statewide Services (HSSS) Program Income	\$125,390.00	\$0.00	\$125,390.00
		\$1,580,911.17	\$23,410.82	\$1,604,321.99

5) Foot Notes:	
PE01-01	07/2025: funding available 7/1/25-9/30/25 only.
PE42-11	07/2025: Indirect rate caps at 10%.
PE42-12	07/2025: Indirect rate caps at 10%.
PE40-02	07/2025: funds available 10/1/25-6/30/26 only
PE40-01	07/2025: funds available 7/1/25-9/30/2025 only

6) Comments:	
PE36	07/2025: \$20,562.50 available 7/1/25 - 9/30/25 only.
PE36-01	07/2025: This funding supersedes funding from KT#154982-5.
PE81-01	07/2025: \$23,709 available 7/1/25-5/31/26 only; \$2,155 available 6/1/26-6/30/26 only

7) Capital outlay Requested in this action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
Program	Item Description	Cost	PROG APPROV

*Federal Reporting Information on following pages.*

**Attachment C****Exhibit J - Information required by CFR Subtitle B with guidance at 2 CFR Part 200****PE01-12 ACDP Infection Prevention Training**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	10/13/23
Budget Performance Period:	08/1/2023-07/31/2026
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	2,486,047
Project Description:	Oregon 2020 Epidemiology & Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Zoe Kaplan
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$1,517.82	\$1,517.82

**PE43-01 Public Health Practice (PHP) - Immunization Services**

Federal Award Identification Number:	NH23IP922673
Federal Award Date:	06/26/25
Budget Performance Period:	7/1/2025-6/30/26
Awarding Agency:	Centers for Disease Control and Prevention
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	5,365,942
Project Description:	Strengthening Vaccine-Preventable Disease Prevention and Response - 2025
Awarding Official:	Ms. Randi Tolstyk
Indirect Cost Rate:	16.69
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$21,893.00	\$21,893.00



# Contract Review Sheet

Staff Contact: \_\_\_\_\_ Department: \_\_\_\_\_

Title: \_\_\_\_\_ Consent Calendar Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Effective Dates - From: \_\_\_\_\_ Thru: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT #6948  
BETWEEN THE STATE OF OREGON AND POLK COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Polk County hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

## **I        DEFINITIONS**

- A.        Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B.        Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A, which is incorporated into and made part of this Agreement.
- C.        Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D.        County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E.        Supplemental Funding Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. Supplemental Funding Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance with conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to violation by an adult on supervision of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

## II AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

### B. Duration

This Agreement will become effective on **July 1, 2025** and will remain in effect until **June 30, 2027** or until terminated according to Section XI (*Termination*).

## III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

#### **IV AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

#### **V DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
  - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
  - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
  - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
  - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
  - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
  - 6. Treatment program design shall be culturally competent and responsive when identifying individuals who would be best served by a specific program.
  - 7. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old



patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

8. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
9. Drug testing may be used as a treatment or accountability tool. There shall be a response, either an intervention or sanction, for this or any other rule violation, but that response shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
10. Co-ed treatment shall be avoided if possible.
11. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
12. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.

C. COUNTY shall incorporate the following data requirements into the Plan:

1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.

D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.

E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.

F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for

controlling Supplemental Funding Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

**VI DEPARTMENT RESPONSIBILITIES.** The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

**VII PERFORMANCE GOALS**

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

## VIII FUNDS

- A. Exhibit A identifies the Supplemental Funding Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2026.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed Supplemental Funding Intervention Grant payable to COUNTY under this Agreement is \$226,493.00. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

**X INDEMNIFICATION.** See Exhibit B, which is incorporated into and made part of this Agreement.

**XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

**XII COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

**XIII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

#### **XIV SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

#### **XV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

#### **XVI WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

#### **XVII EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

#### **XVIII NOTICE**

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
3723 Fairview Industrial Drive SE, Ste 200  
Salem, OR 97310  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Polk County  
Community Corrections  
820 SW Church Street Ste 100  
Dallas, OR 97338  
Telephone: 503-623-5226  
Fax: 503-623-5326  
Email: merritt.jodi@co.polk.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

#### **XIX MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

POLK COUNTY

\_\_\_\_\_  
Eric McDowell, Contracts Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Reviewed by the  
Oregon Attorney General's Office:

/s/\_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A**  
**SUPPLEMENTAL FUNDING INTERVENTION PLAN and BUDGET SUMMARY**  
**POLK COUNTY**  
**(To be attached upon signature and return of Agreement by County)**

**EXHIBIT B  
INDEMNIFICATION  
POLK COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.



### **Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

### **Subcontractor Insurance Requirements**

#### **GENERAL.**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### **TYPES AND AMOUNTS.**

##### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550  
Department: Health Services: Behavioral Health Consent Calendar Date: September 03, 2025  
Contractor Name: Marion County  
Address: 3180 Center Street NE Ste 2100  
City, State, Zip: Salem, OR 97301-4572  
Effective Dates - From: July 01, 2025 Through: June 30, 2026  
Contract Amount: \$44,000

## Background:

Marion County through its Behavioral Health Crisis Center, formerly Psychiatric Crisis Center (PCC), has agreed to provide crisis evaluation, referrals or other related hospital diversion services to Polk County residents along with placement in a respite setting or dual diagnosis bed in accordance with PacificSource eligibility requirements.

## Discussion:

This Agreement is a continuation of services Marion County has been providing Polk County in the past fiscal years and increases the rate for Urgent Care services in alignment with COLA.

## Fiscal Impact:

The total amount not to exceed is \$44,000 with payments made as \$3k per month. The remaining \$8,000 is a not to exceed amount for direct services provided to Polk County residents. 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 Marion County.

## 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**

<b>CONTRACT NUMBER:</b>	
<b>COUNTY/DEPARTMENT:</b>	POLK COUNTY BEHAVIORAL HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
<b>CONTACT PERSON:</b>	ROSANA WARREN
<b>DATE ISSUED:</b>	05/28/2025
<b>CONTRACTOR</b>	MARION COUNTY 3160 Center Street Ne SALEM, OR 97301 ID#: 93-6002307
<b>CONTACT PERSON:</b>	Contracts Team
<b>SERVICES PROVIDED:</b>	To provide appropriate crisis evaluations, referrals, or other related hospital diversion services to all Polk County residents as outlined in Section 1 and Section 5.
<b>EFFECTIVE DATES:</b>	FROM JULY 01, 2025 THROUGH JUNE 30, 2026
<b>BUDGET LINE #:</b>	240-8540-540-M25
<b>DOLLAR AMOUNT:</b>	Urgent Care Services: \$36,000.00 max Crisis Associate Services: \$8,000.00 max
<b>TERMS:</b>	Urgent Care Services: \$3,000/month Crisis Associate Services: Rates per Section 4.2
<b>ADDITIONAL COMMENTS/INFORMATION:</b>	

**NOTIFY FISCAL DEPARTMENT IMMEDIATELY OF ANY CONTRACT TERMINATION**[hs.contracts@co.polk.or.us](mailto:hs.contracts@co.polk.or.us)

**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**POLK COUNTY and MARION COUNTY**

Project: BEHAVIORAL HEALTH CRISIS CENTER

**1. PARTIES TO AGREEMENT**

THIS AGREEMENT is made and entered into by and between POLK COUNTY, a political subdivision of the State of Oregon, hereafter called COUNTY, and MARION COUNTY, a political subdivision of the state of Oregon, hereafter called AGENCY, acting by and through its governing body is made pursuant to ORS 190.010 (Cooperative Agreements).

**2. STATEMENT OF WORK**

- 2.1. Provide appropriate crisis evaluation, referral, and hospital diversion services to all Polk County residents who arrive at Marion County Psychiatric Center (BHCC) or the Salem Hospital Emergency Department at any hour of the day or night; and
- 2.2. Placement in a respite setting or dual diagnosis bed in accordance with PacificSource eligibility requirements. Daily respite costs, including crisis associate support related to respite, are reimbursed separately from this contract.
- 2.3. Crisis Associate services as requested by County, as available by Agency and detailed in Section 5.

**3. TERM AND TERMINATION**

- 3.1. This Agreement shall be effective for the period commencing upon all signatures or retroactive effective July 01, 2025, depending on which occurs first, and ending on June 30, 2026 unless terminated or extended as provided herein.
- 3.2. This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3. This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4. The County may terminate this agreement effective upon delivery of written notice to the Agency or at such later date as may be established under any of the following conditions:

*HE-6699-25 Crisis Services for Polk County Residents*

- a. If funding from federal, state, or other sources are not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state 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 are no longer eligible for the funding proposed for payments authorized by this agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by the Agency to provide the services required by this agreement is for any reason denied, revoked, not renewed, or changed in such a way that the Agency no longer meets requirements for such license or certificate.
- d. If the Agency fails to provide the services called for by this agreement within the time specified herein or any extension thereof; or
- e. If the Agency so fails to perform the provisions of this 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 Agency fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

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

#### **4. FUNDING AND BILLING**

- 4.1. County Agrees to pay Agency an amount not to exceed \$36,000.00 for the term of this agreement and as approved by County for urgent care services, at the rate of \$3,000 per month (which is the equivalent cost of one (1), eight (8) hour shift per week per year, to cover the cost of services listed in Section 2 above); and
- 4.2. County agrees to pay an amount not to exceed \$8,000.00 for Crisis Associate services for actual services provided, as detailed by the following;
  - a. County to reimburse BHCC Crisis Associate (CA) services at the rate of \$45.00 per hour, including drive time to and from the destination for Polk County residents.
  - b. County to reimburse mileage, which is calculated on a “door to door” basis (from BHCC’s door to the destination and return to BHCC’s door), at the standard IRS mileage rate for

business use of an automobile, currently \$0.70 cents per mile and adjusted as this rate changes for services rendered to Polk County residents.

- c. Agency agrees to bill the Mid Willamette Valley Acute Care Region for transport to Marion County for hospital diversion services.
- d. County will be invoiced for transport to Polk County from any diversion service from Agency.
- e. When Polk County Behavioral Health staff request services for a client in Polk County, they will first call the PacificSource regional liaison for authorization. Marion County will confirm PacificSource liaison authorization before delivering the service.

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

4.4. It is agreed that Agency shall accept payment from County as full and total payment for crisis evaluation and referral services as well as associate services provided in Polk County. Agency shall not bill any County clients (or their insurance) served under this agreement for services delivered hereunder.

## **5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

In addition to urgent care services contracted, the following allows for the utilization of Behavioral Health Crisis Associates within Polk County and clarifies the crisis services and operational parameters that Marion Behavioral Health Crisis Center (BHCC) will provide to Polk County. Currently the PacificSource contracts with Marion County for crisis services, which Polk County has access to within Marion County.

### **5.1. UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:**

- a. Provide Crisis Associates, who are credentialed as Behavioral Health Associates, to provide services in Polk County.
- b. Provide training, orientation, and supervision, consistent with BHCC Crisis Associate standards, to Crisis Associates working in Polk County.
- c. Provide hospital diversion services: Within their scope of practice there are a number of hospital diversion services that a Crisis Associates may provide in support of the crisis plan. Typical uses of the BHCC Crisis Associates include, but are not limited to:

*HE-6699-25 Crisis Services for Polk County Residents*

1. Supporting clients in their own homes.
  2. Brief check in with client, either face to face or by phone.
  3. Client skills training such as relaxation and symptom management.
  4. Assistance accessing community resources.
  5. Transporting clients to appointments.
  6. Picking up medications for clients and medication monitoring.
- d. Provide copies of progress notes and other relevant documentation of BHCC Crisis Associate services provided in Polk County.

**5.2. UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:**

- a. Provide an evaluation of the resident in need of crisis services including a description of the presenting problem, current symptoms, risk factors and clear directions for services to be provided.
- b. Provide a crisis worker who is a Qualified Behavioral Health Professional (QMHP) available 24 hours per day to coordinate and develop the crisis plan as well as support the BHCC Crisis Associate. This crisis plan will be written on a Marion County respite form. The Polk crisis worker will provide a copy of the crisis evaluation to PCC.
- c. Provide a location within the area that a BHCC Crisis Associate can safely monitor a client overnight.
- d. While the PCC Crisis Associates are working for Polk or its subcontracted After Hours Response, Polk's QMHP staff will provide backup and support for any questions arising from the Crisis Respite Plan, 24 hours a day.
- e. Give the BHCC Crisis Associates the right to say "no" and renegotiate a plan as necessary with Polk's QMHP crisis worker, particularly if safety is a concern.
- f. If inclement weather makes the drive to Polk County hazardous, BHCC Crisis Associates are not obligated to go until conditions improve.

**5.3. RELATIONSHIP OF THE PARTIES**

- a. At all times under this agreement, individuals either employed or volunteering at the Agency to perform services under this agreement shall be agents of the Agency. No individual at the Agency performing services under this agreement shall be considered an

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employee or agent of the County nor shall they be entitled to any rights and/or benefits conferred to County employees.

**6. COMPLIANCE WITH APPLICABLE LAWS**

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

**7. NONDISCRIMINATION**

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

**8. HOLD HARMLESS**

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

**9. INSURANCE AND RISK MANAGEMENT**

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.

*HE-6699-25 Crisis Services for Polk County Residents*

## 11. NOTICES

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

### **AGENCY**

Ryan Matthews  
Health & Human Services Administrator  
Marion County Health & Human Services  
3160 Center Street Ne  
Salem, OR 97301  
[rmatthews@co.marion.or.us](mailto:rmatthews@co.marion.or.us)

### **COUNTY**

Jennifer Lief  
Health Services Division Manager  
Polk County Behavioral Health  
182 SW Academy Street, Suite 333  
Dallas, OR 97338  
[lief.jennifer@co.polk.or.us](mailto:lief.jennifer@co.polk.or.us)

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## 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 along with the following:

- Appendix A: Business Associate Agreement

### AGENCY

DocuSigned by:  
  
 7D28A787656F458... 8/11/2025  
 Ryan Matthews Date  
 Health & Human Services Administrator

Signed by:  
  
 96C09C72DA82481... 8/12/2025  
 Debra Wells Date  
 Division Director

DocuSigned by:  
  
 DC16351248DE4EC... 8/21/2025  
 Chief Administrative Officer Date

DocuSigned by:  
  
 AFD8EB7C0923416... 8/13/2025  
 Marion County Legal Counsel Date


DocuSigned by:  
  
 C5F72231E6F54E3... 8/11/2025  
 Marion County Contracts Date

### COUNTY

Commissioner (Chair) Date

Commissioner Date

Commissioner Date

 8/27/25  
 Noelle Carroll Date  
 Health Services Director

Morgan Smith Date  
 County Counsel

**APPENDIX A:**  
**BUSINESS ASSOCIATE AGREEMENT**  
**between**  
**POLK COUNTY and MARION COUNTY**

- A. DEFINITIONS: Except as otherwise defined in this *Business Associate Agreement* (BA Agreement), any and all italicized terms herein shall have the same definition as those in the HIPAA Privacy Rule.<sup>1</sup> Henceforth, Polk County, a political subdivision of the State of Oregon, shall be referred to as “COUNTY” and Marion County, a political subdivision of the State of Oregon, shall be referred to as “CONTRACTOR”.
- B. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR:
1. 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.
  2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this BA Agreement.
  3. 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.
  4. 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.
  5. 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.
  6. 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

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

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

7. 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.
  8. 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.
  9. 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.
  10. 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 2.1 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.
- C. 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.
- D. OBLIGATIONS OF THE COUNTY:
1. 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.

2. 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.
3. 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.

E. 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.

F. TERM AND TERMINATION:

1. 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.
2. Termination for Cause. Upon the COUNTY'S knowledge of a material breach by CONTRACTOR, the COUNTY shall either:
  - a. Provide an opportunity for CONTRACTOR to cure the breach without the intervention of the COUNTY within the timeline specified in Section 16.B1 of the Polk County Agreement; or
  - b. Provide an opportunity for CONTRACTOR to terminate this BA Agreement and the Polk County Agreement within the timeline specified in Section 16 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 16 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

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

3. Effect of Termination.

- a. 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.
- b. 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.

G. MISCELLANEOUS:

1. 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.
2. 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.
3. Survival. The respective rights and obligations of CONTRACTOR under Section 6.C of this BA Agreement shall survive the termination of this BA Agreement.



4. 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.

H. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

1. 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.
2. 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);
  - a. Ensure that any agent, including a SUBCONTRACTOR, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
  - b. Report to the COUNTY any security incident of which it becomes aware.
  - c. Authorize termination of the contract by the COUNTY, if the COUNTY determines that the business associate has violated a material term of the contract.
3. Part II. Other arrangements: When the COUNTY and the CONTRACTOR are both governmental entities, the COUNTY is in compliance with the requirements if:
  - a. It enters into a memorandum of understanding with the CONTRACTOR that contains terms that accomplish the objectives of Part I.; or



- b. Other law (including regulations adopted by the COUNTY or the CONTRACTOR) contains requirements applicable to the CONTRACTOR that accomplish the objectives of Part I.
- 4. 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.

**Collective Bargaining Agreement**

**Between**

**Polk County, Oregon**

**And**

**Polk County Deputy District Attorneys**

**Sub Local 173 - 2**

**American Federation of State  
County and Municipal Employees**

**AFSCME**

Effective July 1, 2025 through June 30, 2027

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◆ ARTICLE I ◆

UNION RECOGNITION

- A. Union as Exclusive Representative. The County recognizes the American Federation of State and Municipal Employees, AFSCME Council 75, as the exclusive representative for all employees of the County except that the following categories shall be excluded from the bargaining unit.
1. All supervisory and confidential employees as defined by the listing of such employees in Enclosure 1.
  2. All part-time employees who are regularly scheduled to work less than 80 hours per month.
  3. All temporary employees as follows:
    - a. Those employees who are hired for a seasonal, limited-term or temporary employment need. Such an employee shall not be employed by the County for a period of more than 6 months in a 12 month period.
    - b. Those employees who are hired to replace employees who are on non-paid leave. Such an employee shall not be employed to replace any single employee for more than 12 consecutive months without the written consent of the Union.
  4. All employees who are currently in other bargaining units.
  5. All student employees. A student employee shall be an employee who as a result of a written agreement between the County and a college or university is allowed to apply his/her County employment towards meeting a part of the institution's course requirements.
- B. New Positions. If the County creates a new classification, position or job title (i.e., by assignment of an existing employee or the hiring of a new employee to such newly created classification), it shall, within 7 days of the date of hire of the new employee or of the date of assignment of the existing employee to the new class if applicable, notify the Union in writing of it's creation of new classification. Such notice shall include a declaration as to the bargaining unit status of the new position, wage schedule, classification and job description. If the Union disagrees with the bargaining unit status determination of the County, it shall have six months, pursuant to OAR 115-25-005, in which to file a unit clarification petition.

## ◆ ARTICLE II ◆

### MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved so the County can serve the public effectively. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation or the grievance procedure. By way of illustration, and not of limitation, the following are listed as such management functions:

- A. The determination of the County's financial, budgetary, accounting and organizational policies and procedures.
- B. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the County establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- C. The management and direction of the work force including, but not limited to, the right to determine the methods, processes, and manner of performing work; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; and the right to contract or subcontract any work.

This Article shall not preclude the Union and the County from either, (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties, or (2) negotiating on any matter during the open negotiation period before termination.



### ◆ ARTICLE III ◆

## UNION SECURITY AND CHECK OFF

### Section 1

Employees covered by this Agreement shall have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership shall be handled solely by the Union.

### Section 2

During the life of this Agreement, the Union will notify the Agency periodically of individuals who have become members of the Union.

An electronic file listing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the County electronically by close of business on the business day immediately preceding the tenth (10<sup>th</sup>) of each month. The County agrees that payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

The County agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized Union deductions as provided for electronically by the Union. This audit shall take place at least quarterly or as mutually agreed upon in writing by the parties.

The Union shall notify the County of the current rate of dues and other authorized deductions in a timely manner, which will enable the County to make the necessary payroll deductions as specified.

The County shall deduct the specified amount for payment to AFSCME Council 75 from the monthly paycheck of employees in the bargaining unit who have authorized the deduction. The County agrees to remit the aggregate deductions together with an itemized statement to AFSCME Council 75, by the first day of the succeeding month after such deduction.

Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to dues deduction.

The County shall provide the Union with an editable Excell spreadsheet containing the following information for each employee in the bargaining unit:

- a. The employee's name, unique identifier, and date of hire.
- b. Contact information including: cellular, home and work telephone numbers; personal and work electronic mail address; and home or personal mailing address; and the employment information including the employee's job title, salary, work schedule/shift and worksite location.

- c. Employment status change and effective date.
- d. Leave of Absence or retiree status, if applicable.

The County shall provide the information upon acceptance of an offer of employment for newly hired employees, and once per month for employees in the bargaining unit who are not newly hired.

### **Section 3**

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of any action taken pursuant to this Article. Such indemnification shall include, but not be limited to, any court costs, attorney fees and other expenses incurred by the County.

### **Section 4**

All labor laws pertaining to Union dues and membership.

## ◆ ARTICLE IV ◆

### HOURS OF WORK

#### Section 1

##### Regular Hours

Employees are exempt from state and federal overtime laws, and are expected to work a flexible, professional workweek on a salaried basis. The parties recognize that business hours for law offices and for most governmental agencies, including the courts, are from 8:00 a.m. to 5:00 p.m., Monday through Friday, which generally requires that, during this time, legal staff be available in order to perform timely and effective legal services. The work week shall begin at 12:01 a.m. Monday and end midnight on Sunday.

#### Section 2

##### Deputy District Attorneys On-Call

Deputy District Attorneys assigned on-call duties for the year shall receive administrative leave at a rate of eight (8) hours per calendar month.

Administrative leave shall accumulate throughout the calendar year and shall be paid off for any hours in excess of forty (40) hours every December 31<sup>st</sup>.

#### Section 3

##### On-Call Scheduling

The On-Call schedule will be provided in writing to all members assigned On-Call duties no less than 90 days before the new On-Call schedule goes into effect. Employees will have 15 days to review the new schedule for potential conflicts prior to its distribution to outside agencies.

#### Section 4

##### Telecommuting and Remote Work

With advanced notice and approval from the District Attorney or their designee, employees may be allowed to telecommute and work remotely. Requests to telecommute or work remotely may be approved provided granting the request would not impair the operations of the Office, the specific work the employee would be performing for telecommuting or remote work, and the request complies with County telecommuting policy.

## ◆ ARTICLE V ◆

### HOLIDAYS

#### Section 1

##### Holidays

The following days shall be recognized and observed as holidays for trial service and regular employees in the County service working fifty percent (50%) or more of the equivalent full-time position:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve	
On Monday:	The whole day.
On Tuesday, Wednesday, Thursday:	1:00 to 5:00 p.m. or four hours paid leave depending on the work schedule.
On Friday, Saturday, Sunday:	No paid time off.
Christmas Day	December 25
Four floating holidays	Employees' choice subject to County staffing requirements.

The floating holidays will be converted to personal leave days (eight hours for full time employees) each fiscal year on July 1 and must be used by June 30 of the next year. Leave hours (32 hours for full-time employees) shall be placed in a leave bank to be utilized during the fiscal year.

Also, any other holiday granted by the Board of Commissioners.

If during the duration of this agreement, a new holiday is declared by the Federal Government, employees shall receive the day off with pay. Columbus Day and/or any renamed holiday observed on that date shall be excluded from recognition as a new holiday.

#### Section 2

##### Holiday Pay

Eligible full-time trial service and regular employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. All employees must be in paid status both the working day before and the working day after the holiday to be eligible to receive pay for the holiday. Part-time trial service and regular employees working fifty percent or more of full-time shall be paid for holidays on a pro rata basis (see Section 6 below).

### **Section 3**

#### **Weekend Holidays**

Whenever New Year's Day, Independence Day, Christmas or Veteran's Day fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever these holidays shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Employees working an irregular workweek shall receive the same number of holidays as employees working the regular workweek.

### **Section 4**

#### **Holiday During Leave**

Should an employee be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

### **Section 5**

#### **Holiday Work**

If an employee performs any authorized work on any of the holidays listed above, they shall be paid at the rate of time and one-half (1 1/2) for all hours worked in addition to their regular holiday pay. Such payment shall be paid as outlined in "Overtime", Section 5, Article X.

### **Section 6**

#### **Holidays for Part-time Employees**

Part-time employees working fifty percent (50%) or more of the equivalent full-time position shall accrue holidays on a pro-rata basis. Benefits will be set and changed according to Article IV, Hours of Work, Section 13, Proration of Benefits for Part-time Employees.

## ◆ ARTICLE VI ◆

### SICK LEAVE

#### Section 1

##### Sick Leave

Sick leave shall be earned by each full-time employee in the classified service at the rate of eight (8) hours per month for employees working a forty (40) hour workweek. Sick leave may be accumulated without limit.

Employees may utilize their allowances of sick leave when unable to perform their duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances which the health of the employees with whom associated or member of the public necessarily dealt with would be endangered by attendance of the employee, or by illness in their immediate families, for such period as the employee has sick leave credit. The employee has the duty to insure that he/she makes other arrangements, within a reasonable period of time, for the attendance of family members.

After three (3) working days of sick leave for care of a family member, the employee shall discuss the situation with the supervisor. After 10 working days and with the approval of the department head, the employee may continue to use sick leave.

For the purposes of determining family members, the following shall be used: Father, mother, brother/sister, spouse, qualifying same-sex domestic partner children/stepchildren, mother-in-law, father-in-law, grandparents, grandchildren and documented member of household. In all other cases, absences shall be charged to accrued vacation leave where circumstances warrant.

If in the opinion of the department head, circumstances appear to warrant, the department head may require verification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working. The Employer may also require the employee to substantiate the need for any absence to attend an ill family member.

The Employer, at its expense, may require a physician's certification of fitness to work.

No compensation for accrued sick leave shall be allowed for any employee when he/she is in a non-paid status. Sick leave shall not accrue during any period of leave of absence without pay. When an employee is transferred to, or appointed to another County department, his/her sick leave credit shall continue.

#### Section 2

##### Sick Leave Without Pay

For employees who exhaust sick leave benefits for circumstances that fall outside Federal or State family medical leave eligibility, an employee may request up to ninety (90) calendar days of sick leave without pay. This leave request will not extend family medical leave entitlement periods. The Board of Commissioners may grant such leave if it determines that the leave will not place any undue hardship on the organization. From time to time, the Employer may require that the employee submit a certificate from

the attending physician or practitioner. The certificate shall establish that sufficient disability exists to justify the leave and that there is reasonable expectation that the employee will be able to return to work at the end of the leave. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of duties, such leave shall be canceled and the employee's service terminated.

### **Section 3**

#### **Notification**

Any employee who is ill and unable to report to work shall make reasonable effort to notify his/her immediate supervisor at least thirty (30) minutes prior to his/her reporting time unless other notification requirements are established by mutual agreement between the employee and the department head (see also Article IX, Section 1, "Abandons Position"). For employees who work swing shift or graveyard shift, notification shall be prior to 1:00 p.m.

### **Section 4**

#### **Sick Leave Accumulation During 4/10 Workweek**

During those periods of time when the County has implemented the 4/10 workweek as provided by this contract, the accumulation rate of sick leave shall be eight (8) work hours per month for full-time employment. Employees shall make every effort to not schedule non-emergency medical or dental appointments during the 4/10 workweek.

### **Section 5**

#### **Sick Leave for Part-time Employees**

Part-time trial service and regular employees working fifty percent (50%) or more of the equivalent full-time position shall accrue sick leave on a pro rata basis.

### **Section 6**

#### **Sickness During Paid Vacation**

An employee who becomes ill during a period of approved vacation leave may not use sick leave in lieu of vacation. If the illness extends beyond the vacation period, only the time subsequent to the end of the vacation will be charged to sick leave.

### **Section 7**

#### **Sick Leave Administration**

Charges against accumulated sick leave shall be made as actual time used, calculated in 15-minute increments.

## ◆ ARTICLE VII ◆

### VACATIONS

#### Section 1

##### Accrual

Full-time trial service and regular employees having served in the County service for six (6) continuous calendar months shall be credited with 48 hours of vacation leave (see Section 6, Vacation Leave for Part-time Employees). Thereafter, employees shall accrue additional vacation time in accordance with the following schedule.

<u>Years of Service</u>	<u>Hours Accumulated Per Month</u>	<u>Maximum Accumulation</u>
A. Less than five (5) years of service	8.0	200.00
B. Five (5) years, but less than ten (10) years of service	10.0	250.00
C. Ten (10) years, but less than fifteen (15) years of service	12.0	250.00
D. Fifteen (15) years, but less than twenty (20) years of service	14.0	250.00
E. Twenty (20) or more years of service	16.0	300.0

#### Section 2

##### Scheduling Vacations

Vacation time shall be scheduled by the County. Whenever possible, employees shall have the right to determine vacation time, but in any case, vacation time shall be selected on the basis of seniority. Each employee will be permitted to exercise their right of seniority only once per two (2) calendar years. Under no circumstance shall an employee who has completed their initial six (6) months of service lose any accrued vacation time unless such employee fails to take such vacation leave as scheduled. Vacation requests pursuant to this section shall be granted or denied within ten (10) working days of the submitted request. If a vacation request is not acted upon within ten (10) working days of submittal, it is deemed approved.

#### Section 3

##### Maximum Accrual

The maximum accumulation that a full-time employee will be allowed of earned vacation will be 200 hours for employees with less than five (5) years of service 250 hours for employees with five (5) years and 300 hours for employees with twenty (20) years of service. Employees will forfeit any hours in



excess of their maximum accumulation on December 31<sup>st</sup> of each year or upon termination from County employment with two exceptions:

- 1) If there are extraordinary circumstances outside an employee's control, in which case, with the prior approval of the Board of Commissioners, employees may be paid for the excess hours;
- 2) If the County is unable to schedule vacation due to the departmental work schedule, the employee will receive payment for vacation time that he or she otherwise would lose because of the accrual limitation. "Termination from County employment" does not include termination caused by the death of the employee.

#### **Section 4**

##### **Vacation Buyout**

Each fiscal year, employees more may elect during the January, May and/or October payroll periods to cash out up to 40 hours of accrued vacation. Employees who wish to cash out (up to 40 hours) their vacation time shall note the amount of vacation time on their January, May or October timesheet. At no time shall the buyout cause the employee to drop below 40 hours of accrued vacation.

#### **Section 5**

##### **Break in Service**

Time spent by an employee on military leave, Peace Corps duty, sick leave resulting from an injury or illness incurred in the course of employment including Family Medical Leave, and/or any other paid leave shall be included as time worked for the purpose of determining length of service.

Time spent on other types of authorized leave will not be counted in determining length of service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for the length of service prior to the leave or layoff.

#### **Section 6**

##### **Termination or Death**

After six (6) months of service, upon the termination, for any reason, of an employee, or the death of an employee, all accumulated vacation and administrative leave shall be paid either to the employee or his/her heirs, whichever the case may be.

#### **Section 7**

##### **Vacation Leave for Part-time Employees**

A part-time trial service or regular employee working fifty percent (50%) of the equivalent full-time position shall accrue vacation leave on a pro rata basis. Benefits will be set and changed according to Article IV, Hours of Work, Section 13, Proration of Benefits for Part-time Employees.

**OTHER LEAVE**

**Section 1**

**Other Leaves of Absence With Pay**

Employees shall be granted leave with pay for service on a jury or when under court subpoena as a disinterested witness, provided the employee shall seek all fees due them for jury or witness duty, except mileage reimbursement, and the employee turns said fees over to the County. Upon being excused from jury or witness duty for any day an employee shall immediately contact their supervisor for assignment for the remainder of that workday.

Time off from work for appearances in court and other proceedings other than as provided above, shall be charged to accrued vacation, compensatory time or leave without pay.

**Section 2**

**Other Leaves of Absence Without Pay**

In instances where the work will not be seriously handicapped by the temporary absence of an employee, the appointing power may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) days per calendar year must be approved by the governing body. Request for such leave must be in writing and must establish reasonable justification for approval of the request. Normally, such leave will not be approved for an employee who is accepting employment outside the County service. Sick leave, vacation and holidays and the employee's health insurance payment shall be prorated based on time worked in a month.

**Section 3**

**Military Leave With and Without Pay**

Military leave shall be granted in accordance with State Law and Federal Law & Regulations.

**Section 4**

**Peace Corps Service**

As provided by statute, any employee who enters the Peace Corps of the United States shall be given leave for such service.

## **Section 5**

### **Parental Leave**

Employees requesting parental leave as provided under Federal and/or Oregon law shall be permitted to use a combination of accrued vacation, compensatory leave, sick leave and leave without pay. Employees are expected to exhaust their paid leave benefits before taking parental leave without pay, except that a 40-hour vacation/sick balance may remain if requested by the employee.

## **Section 6**

### **Union Leave**

- A. Leave with pay may be granted if the County feels that the Union Representatives attendance at labor relations education programs would be mutually beneficial to the County and the Union. Such paid leave shall not exceed a total of five (5) days per contract year. These five (5) days shall be considered as a pool from which employees granted such leave shall charge their time.
- B. Union officers, stewards and other employee members of the Union may be granted up to ninety (90) days leave without pay and without loss of status or seniority. Leave accruals, insurance and other benefits shall be prorated the same as other leaves without pay. Such leave may be granted upon request of the Union President made to the County Board of Commissioners not less than ten (10) days in advance of the commencement of the requested leave. The leave may be granted subject to the employee's department operating requirements and needs. The number of Union Representatives absent on Union leave from any one department shall not exceed one (1) at any one time.
- C. An employee on paid leave, or whose salary is reimbursed to the County by the Union, will continue to accrue all benefits.

## **Section 7**

### **Education Leave**

After completing two (2) years of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the Board for the purpose of upgrading professional ability through enrollment in education courses at an accredited school. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon the request of the employee and approval of the Board. In reaching their decision, the Board or their designee shall provide the employee and/or the employee's representative with the opportunity to be heard on the matter.

## **Section 8**

### **Bereavement Leave**

When a member of the employee's or employee's spouse's immediate family has died, up to 3 days per death bereavement leave with pay shall be granted to an employee by the County for the period of time the employee is unable to perform their duties. Bereavement Leave shall not accumulate from year to

year. With approval of the department head, the employee may use accrued compensatory time and vacation and leave without pay in addition to the 3 days bereavement leave.

For purposes of bereavement leave only, immediate family shall be defined as: father, mother, brother, sister, spouse, qualifying same sex domestic partner, children or step-children, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, uncle, aunt, nephew, niece and documented members of household.

## ◆ ARTICLE IX ◆

### SENIORITY

#### Section 1

##### Definition

Seniority shall be defined as follows:

- A. Total length of unbroken service within the County, excluding time in temporary positions.
- B. If two (2) or more employees were hired the same day, the most senior employee shall be determined by drawing their name out of a hat at the time of hire.

For the purpose of computing seniority, all authorized leave with pay shall be considered as time worked. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, shall retain their full seniority except for such period of layoff.

An employee's seniority will terminate if he/she resigns, retires, is discharged, abandons his/her position, does not accept an offer of recall from layoff, except as provided for in the Recall section of this article; or is not recalled from a layoff list within one (1) year.

"Abandons Position": If the employee is absent for 16 consecutive working hours without having contacted his/her supervisor, the employee shall be considered to have resigned his/her position with the County unless conditions or situations beyond the employee's control prevented contacting the supervisor.

"Does Not Accept an Offer of Recall from Layoff": If the employee fails to:

- a. Maintain on file with the County a current address and phone number where he/she can be reached during the period of the layoff;
- b. Provide written acceptance of a position that is offered to him/her within 72 hours of receipt of such offer; or
- c. Report for work within 15 days of the date of receipt of the recall notification.

#### Section 2

##### Layoff

In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their County seniority, by classification within the department that is affected by the layoff. The County shall give written notice of a pending layoff to any trial service and regular status employee at least thirty (30) calendar days before the effective date stating the reason for the layoff.

#### Section 3

## **Recall**

Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have had an opportunity to return to work in accordance with this article.

Employees shall have recall rights to positions other than their original job in their former classification or in classifications they qualify for with pay equal to or less than the pay of their former classification. Employees recalled to positions other than their original job shall be placed at the same pay step they held before layoff, whether the salary range is equal to or lower than their former range, and be subject to a four week trial period. If they fail the trial period, they shall be returned to the layoff list until the original one-year layoff period expires. In no case, shall recalled employees go through a trial period for the job they occupied before layoff.

Employees who have been on a layoff for more than one (1) year, or accept any recall from layoff at the same salary as the original job, or resign after being recalled shall not be subject to recall. Employees who accept a position with lower pay than the job from which they were laid off, or who bump into a lower paying position, shall have one more recall opportunity within one year of the original layoff to be recalled to a position in a higher class, but not to a class with a higher salary than the one from which they were laid off.

An employee laid off from a full-time position may decline recall to a part-time position and continue to be subject to recall. An employee laid off from a part-time position may decline recall to a position requiring more hours of work than before layoff and continue to be subject to recall. Otherwise, any employee who declines a recall from layoff shall not be subject to recall.

## **Section 4**

### **Bumping**

When an employee is laid off due to reduction in the work force, the employee shall be permitted to exercise his/her seniority rights to bump - replace an employee with less seniority. Such employee may, if the employee so desires, bump the least senior employee in the department, in an equal or lower job classification provided the bumping employee has greater bargaining unit seniority than the employee whom he/she bumps, and further, provided the bumping employee is qualified to do the work.

## **Section 5**

### **Seniority Lists**

A list of employee seniority shall be posted on the first business day of January.

## ◆ ARTICLE X ◆

### WAGES

#### Section 1 Compensation

Effective July 1, 2025 the classification of Deputy D.A. I shall receive a COLA of 3.0%.

Effective July 1, 2025 the classifications of Deputy D.A. II and III shall receive a COLA of 5.0%

For year two (2) of the contract (July 1, 2025), classifications of Deputy D.A. I, II and III shall receive a COLA based on CPI-West Coast to be in the range of 3.0% and 4.5%.

The Board may move an entire classification on the Wage Schedule to a higher range on the schedule. The Board may reclassify a position from one classification to another. The Board may not, without approval of the Union, change the pay rate of a position except by the reclassification of the position. The Board shall notify the Union of any movements of classifications to different ranges or reclassification of positions to different classifications.

When any new position not listed on the Wage Schedule is established, the Employer shall designate a salary range for such position. In the event that such new position is determined to be within the bargaining unit, and the Union does not agree that the designated range is proper, the Union shall have the right to negotiate on the matter.

#### Section 2

##### Advancement Through the Range

Advancement through the salary range shall be based upon the satisfactory performance of the employee.

- A. Advancement to the 2nd step of the salary range on the first of the month following six (6) full months of satisfactory service at the minimum rate.
- B. Advancement to the 3rd step of the salary range after one (1) additional year of satisfactory service at Step 2.
- C. Advancement to the 4th step of the salary range after one (1) additional year of satisfactory service at Step 3.
- D. Advancement to the 5th step of the salary range after one (1) year additional satisfactory service at Step 4.
- E. Advancement to the 6th step of the salary range after one (1) year additional satisfactory service at Step 5.

- F. Advancement to the 7<sup>th</sup> step shall occur after one (1) year additional satisfactory service at step 6.

### **Section 3 Work Out of Class**

Whenever an employee performs the major distinguishing duties of a higher class for 40 consecutive hours of work or more, excluding sick leave and holidays, in a classification above that in which the employee is normally classified, the employee shall be paid one step (4%) above his/her regular rate or the first step of the class to which he/she is temporarily assigned, whichever is the greater amount. Paid sick leave and holidays shall not be considered as a break in 40 consecutive hours of work.

The Employer shall not abuse the requirement of 40 hours of work to avoid the payment of working out of classification.

### **Section 4 Pay Periods**

Employees shall be paid on a monthly basis with the payday being the last working day of the month. In the event of a bona fide emergency, an employee may request and, if approved by the County, shall receive a pay advance.

### **Section 5 Reporting Time**

Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled, but where no work is available to him/her, shall be excused from duty and paid at his/her regular rate for two (2) hours work.

### **Section 6 Distribution**

A department head may at his/her discretion determine when overtime work is required and may designate specific employees to perform such overtime work.

### **Section 7 Regular Reporting Place**

The employees' reporting place shall be determined by the County. Employees shall not be required to report to locations outside of the County except by mutual consent of the parties. The employee's regular reporting place shall be the worksite where the employee begins their shift.

### **Section 8 Emergencies**

An emergency shall be defined as a circumstance out of the control of the County.



## **Section 9**

### **Employee Use of Personal Vehicle**

In the event that it is to the convenience of the Employer to have an employee use their personal car, the employee shall be compensated at the rate established by the Internal Revenue Service for mileage reimbursement.

The County shall assign an employee to a designated work site. All work-related travel after arrival at the reporting worksite shall be reimbursed to the employee.

Employees may be required to provide an automobile as a condition of employment.

Employees who drive their own vehicles in the performance of their duties must have at all such times the personal liability insurance required of private individuals by ORS 806.080. Employees who use their personal vehicle for County business shall submit documentation from the insurance company to their department head showing certification of insurance. The County shall be notified by the employee within 10 days when the insurance is canceled.

When overnight travel is required, employees will be provided mileage reimbursement or use of a County vehicle. Employee is not required to carpool.

## **Section 10**

### **Bilingual Pay**

The County shall pay 5% in addition to the regular rate of pay to employees who use another language including American Sign Language in addition to English on the job when it is used on a recurrent, regular basis in the course and scope of their work assignment. The County will approve employee positions for bilingual pay and determine the qualifications to be eligible for it.

## **Section 11**

### **Performance Appraisals**

The purpose of this section is to provide clarification of Personnel Rule 9.1.3 as applied to this agreement's Section 2 "Advancement Through the Range". A new hire who has completed the probationary period to the County shall be appraised on the completion date of the probationary period. A regular employee will be evaluated on the employee's anniversary date. If either of those days is not a regular business day, the appraisal shall occur on the next business day.

If the appropriate performance appraiser is unavailable to perform the appraisal the employee's probationary period completion date or the employee's Anniversary Date, the performance appraisal may occur up to 14 days before or after the probationary period completion date or Anniversary Date so long as it does not delay the employee's related advancement through the salary range and timely receipt of the next step on the salary range. Management will serve the employee with notice of the performance appraisal deviation as soon as practicable. Such notice will indicate the rescheduled date and time of the performance appraisal.

## **Section 12**

### **Longevity**

Employees who have worked for Polk County for a period of ten (10) years or more shall receive an increase 2.0% to their salary. For employees who have worked for Polk County for a period of fifteen (15) years shall receive a total increase of 4.0% to their salary. For employees who have worked for Polk County for a period of twenty (20) years or more shall receive a total increase of 6.0% to their salary.

## **Section 13**

### **Unfilled Position Differential**

For the purpose of this article, the County shall budget for Deputy District Attorney positions each fiscal year. This does not include or apply to the Chief Deputy District Attorney.

In the event that one or more budgeted Deputy District Attorney positions becomes vacant for any period of time, the remaining Deputy District Attorney's shall receive a 5% differential for each vacant Deputy District Attorney position at the first of the following month.

Upon hiring and onboarding of additional Deputy District Attorney(s) to fill the previously unfilled budgeted positions, the differential compensation shall be discontinued for the filled position(s) at the end of the month following the hiring of the additional employee.

## **Section 14**

### **Dry-Cleaning Allowance**

The County shall provide a dry-cleaning allowance to each Deputy District Attorney in the amount of \$150 each month. This allowance will be included in the employee's monthly pay check.

## ◆ ARTICLE XI ◆

### DISCIPLINE AND DISCHARGE

#### Section 1

##### Just Cause

Disciplinary actions taken against employees shall be limited to the following: written reprimand, disciplinary probation, reduction in pay or other monetary assessment, demotion, suspension, or discharge and shall be progressive in nature. Disciplinary action shall be for just cause only and will not be taken against an employee without procedural due process as herein defined, except as follows:

Demotion: A demotion during a promotional probationary period that is in lieu of a layoff or that is a reclassification shall not be the basis for a claim of a violation of this Article.

If the County has reason to reprimand an employee, it shall be in a manner that is least likely to embarrass the employee before other employees and the public.

#### Section 2

##### Suspension Pending Investigation

An employee may be immediately suspended pending an investigation and completion of the due process steps if his/her continued presence on the job would constitute a safety hazard to himself/herself or to other employees or be potentially detrimental to County operations. Such suspension shall be with pay.

#### Section 3

##### Due Process

Due process shall require, except for written reprimands, the following:

- a. Before the County notifies the employee of disciplinary action pursuant to part b of this section, the employee will be served with a written notice and provided an opportunity to respond as follows:
  1. The employee shall be advised that disciplinary action is being considered.
  2. The specific charges or performance deficiencies will be identified.
  3. The employee will be advised of his/her right to meet with the supervisor with or without Union representation and respond to the charges. The employee may respond in writing.
- b. After the above due process or response and any appropriate additional investigation has been completed, the supervisor shall make a decision and give written notice to the employee.

## ◆ ARTICLE XII ◆

### SETTLEMENT OF DISPUTES

#### Section 1

##### Grievance Definition

As used in this Agreement, the term "grievance" means any grievance or dispute, which have arisen between the parties with respect to the application, meaning or interpretation of this Agreement, except performance appraisals. The County agrees to meet with the Union to review employee disagreements with performance appraisals.

#### Section 2

##### Exclusive Remedy

Grievances shall be initiated and processed in the manner provided herein, which procedure the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined. The parties do not waive their rights as provided by law.

#### Section 3

##### Time Limitations and Procedures

- A. Any and all time limits specified in the Grievance Procedure may be waived by mutual consent of the parties in writing. Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute complete and unequivocal abandonment of the grievance.

Failure of the County to respond to a grievance within a stated time limit shall result in the automatic elevation of that grievance to the next step, up to but excluding step 4, pursuant to the procedures hereinafter provided.

- B. The parties may, by mutual agreement in writing in a particular case, provide for any amendment, waiver, modification or addition to the rules and procedures herein set forth, which agreement shall not affect subsequent cases.

#### Section 4

##### Grievance Steps

###### *Grievance at Step 1:*

- A. A grievance at Step 1 shall be initiated by the filing of a written grievance with the employee's immediate supervisor, or if the employee has no immediate supervisor, with the grieving employee's department head, within the ten (10) working days after occurrence of the circumstances giving rise to the grievance or when the employee knew or should have known thereof.

- B. The employee may elect to be represented exclusively by a Union steward with or without the employee's presence; may elect to have a steward present during the proceedings or may elect, with notification to the Union, that the employee has chosen to proceed without Union representation as authorized by ORS 243.666(2).
- C. The written grievance shall include:
  - 1. The name and position of the employee by or on whose behalf the grievance is brought.
  - 2. The date of circumstances giving rise to the grievance and the date of the employee's first claimed knowledge thereof, if later.
  - 3. A statement of the grievance including all relevant facts necessary to an understanding of the employee's position, and the specific provision or provisions of this Agreement alleged to have been violated.
  - 4. The remedy or relief sought by the employee.
  - 5. The signature of the person submitting the grievance and the person's name and position.
- D. Within ten (10) working days of the receipt of the written grievance, the supervisor shall respond and attempt to adjust the matter.

*Grievance at Step 2:*

Grievances unresolved at Step 1 shall be carried to Step 2 as follows:

- A. Within ten (10) working days after the immediate supervisor's response was due, the aggrieved employee shall file with his/her department head a completed Step 1 written grievance, together with the supervisor's response if in writing or a statement of the supervisor's response. Upon receipt of the Step 2 grievance, the department head shall forward a copy of the grievance to the Union if the aggrieved employee is not represented by a steward.
- B. Within ten (10) working days following the receipt of the grievance, the department head, or his/her designee, will investigate the grievance and respond in writing to the aggrieved employee. At any time following the department head's receipt of the grievance and before the cutoff date, the department head, the aggrieved employee and the steward representing the employee may meet for the purpose of clarifying the issues presented by the grievance. If agreed to and held, such a meeting shall not delay the Step 2 cutoff date unless all parties agree to extend the time limits in accordance with Section 3.
- C. If the aggrieved employee elects to represent himself/herself at any Step 2 meeting and the Union desires to participate in the role of observer, the Union shall be represented by its designated steward.

- D. If after the tenth (10th) day following the department head's receipt of the grievance, the department head has not responded in writing, or if the aggrieved employee is not satisfied with the department head's Step 2 response, the aggrieved employee may carry the grievance to Step 3. This tenth (10th) day shall be known as the Step 2 cutoff date.

*Grievance at Step 3:*

Grievances unresolved at Step 2 shall be carried to Step 3 as follows:

- A. Within ten (10) working days following the Step 2 cutoff date, the aggrieved employee shall file with the Board of Commissioners a written expression stating forth why the previous two County responses to the Step 1 grievance have failed to resolve it, along with the original grievance filed at Step 1.
- B. Upon the filing of the grievance at Step 3, the Board of Commissioners shall, in the following order and within ten (10) working days:
1. Immediately forward a copy of all Step 3 grievance documents to the Union unless the Union presently represents the aggrieved employee.
  2. Conduct whatever investigation is necessary to satisfy themselves of the facts surrounding the grievance.
  3. Reduce to writing the facts which he/she finds to be determined of the grievance and their conclusions as to the merits of the grievance.
  4. Forward copies of such findings and conclusions as to the aggrieved employee to the Union. At any time following the Board of Commissioners' receipt of the grievance, and before the cutoff date, the Board of Commissioners, the aggrieved and the Union shall meet for the purpose of clarifying the issues presented by the grievance.
- C. Within ten (10) days of the receipt of the Board of Commissioners' findings and conclusions, the Union shall either:
1. Inform the Board of Commissioners that the grievance has been resolved for all purposes under this contract.
  2. File with the Board of Commissioners a written notice of rejection of one or more of the specific conclusions of the Step 3 response and intent to proceed to Step 4 to appeal the remaining unresolved grievance issues. The filing of this notice of rejection shall constitute the Step 3 cutoff date.

*Grievance at Step 4:*

Grievances unresolved at Step 3 shall be carried to Step 4 as follows:

- A. Within ten (10) working days of the Step 3 cutoff date, the Union shall initiate binding arbitration with the State Employment Relations Board (ERB) by sending a demand for arbitration and a request for a list of five (5) Oregon arbitrators to the ERB and mailing a copy to the County. The list of arbitrators requested shall be limited to those persons residing in the State of Oregon.
- B. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within five (5) working days after notice has been given. If the parties fail to select an arbitrator, the Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators.

Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator shall be requested to render a decision within twenty (20) calendar days after the conclusion of the final hearing. The arbitrator shall have no power to alter, modify, add to or subtract from the terms of this Agreement, or establish or change wage rates. The decision of the arbitrator shall be binding upon both parties. The cost of the arbitrator shall be borne equally by both parties. Each party shall be responsible for the costs of presenting its own case to arbitration, including any outside witnesses and expert witness fees.

- C. Nothing in this article is intended to preclude or prohibit informal discussions of a potential grievance between the employee and his/her immediate supervisor, provided that the time limit set forth herein is adhered to. However, after filing the written grievance Step 1, no further informal discussion shall occur without the mutual consent of the parties.
- D. This grievance procedure does not provide for class action grievances to be instituted by the Union at any level except at Step 1 with an employee's immediate supervisor.

## **Section 5**

### **Job Stewards**

The Union shall certify in writing to the County employees authorized to act as Job Stewards. The Union will send updates as necessary.

Stewards may receive but not solicit, and may discuss, complaints and grievances of employees on the premises and time of the County, but only to such extent as does not neglect, retard or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon approval of their immediate supervisor. Stewards shall record the time they use investigating grievances on their monthly time sheets. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) steward shall be involved in the same grievance.

## **Section 6**

### **Negotiation Team**

Negotiations will be on County time and without loss of pay for two (2) employees selected by Union to represent the Union in negotiations. Negotiation sessions that are outside the employee's regular work schedule shall not be compensable. Should the Union determine a particular item requires specific input, a fourth member may be added to the bargaining team for the purposes of that input.

## **Section 7**

### **Union Meetings**

The Board of County Commissioners or their designee(s), shall meet at mutually convenient times with the Union Steward Committee. Steward Committee meetings with the Employer may be held during working hours, on the Employer's premises, and without loss of pay for a maximum of two (2) members of the Union. The purpose of Steward Committee meetings will be to discuss with the Employer any issues which would improve labor relations between the parties.



## ◆ ARTICLE XIII ◆

### GENERAL PROVISIONS

#### Section 1

##### No Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, gender expression, gender identity, marital status, sexual orientation, race, color, creed, physical or mental disabilities, injured worker status, national origin or political affiliation. The Union and the County shall work diligently in applying this provision of the Agreement.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer, or any Employer representative, against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination or restraint.

#### Section 2

##### Bulletin Boards

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards to official Union activities of a non-political nature. For the purpose of this section, the term political shall mean any subject matter, political party or person for which support or solicitation of votes is sought.

#### Section 3

##### Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether Local Union representatives, Council representatives or International representatives, upon proper introduction to the department head shall have access to the premises of the Employer at any time during working hours, so long as it does not interfere with the employee's work performance.

#### Section 4

##### Personnel Rules

The Union and the County recognize and agree that the County Personnel Rules have in the past and may from time to time in the future, be added to, modified or eliminated in whole or in part. Notwithstanding the requirements of ORS 243.650 to 782, the County shall have no duty to bargain over:

1) the decision to make such changes or 2) the impact that such changes may have. The County Personnel Rules shall be equitably enforced amongst all bargaining unit members.

## **Section 5**

### **Furnishing Labor Agreement**

The Employer agrees to furnish each employee in the bargaining unit with a copy of this Agreement thirty (30) days after it becomes effective. New employees shall be provided a copy of this Agreement at the time of hire.

## **Section 6**

### **Contract Work**

Employer shall have the right to contract or subcontract out any matters as required by Oregon Public Contracting Law.

Further, the Employer shall have the complete right to contract or subcontract out any work of any employees without the obligation or duty to bargain over the right to contract or subcontract such work.

It is expressly and clearly understood between the parties that the duty to bargain over the right to contract or subcontract out is expressly waived by the Union.

The Employer agrees to notify the Union prior to making any final decision regarding contracting which would displace current employees, and, upon request, to meet and confer with the Union regarding the decision.

The parties agree there shall be no impact bargaining except for current employees displaced by contracting or subcontracting. The Employer shall not lay off any current employees with the intent to contract or subcontract out that position, without the duty to meet and confer with the Union regarding that decision to contract or subcontract out and the duty to bargain over the impact of that decision.

## **Section 7**

### **Job Sharing**

An employee who desires to job share shall notify his/her department head. If the supervisor approves the request, a "job share" position will be opened consistent with County procedures. All benefits will be pro-rated according to the amount of time worked subject to the terms of Article XV, Health and Welfare.

## **Section 8**

### **Use of County Property for Union Business**

Employees may use County equipment, facilities, or any other County property for notice of and conducting scheduled union membership meetings.

## **Section 9**

### **Use of County Cell Phone or Smart Phone Policy**

Employees may use a County issued cell phone and/or have access to the County's Smart Phone policy to conduct business of the Office.

## **Section 10**

### **Witness Meetings**

In an effort to comply with Rule 3-3.4f of the American Bar Association's Criminal Justice Standards for the Prosecution Function, the County shall make every reasonable effort to provide an additional witness during meetings where a Deputy District Attorney reasonably believes there is a likelihood that a participant may be untruthful or that the meeting may give rise to a potential liability for the County or the Deputy District Attorney.

◆ ARTICLE XIV ◆

**WORKERS' COMPENSATION**

**Section 1**

All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

**Section 2**

The County shall pay to the employees the difference between what the employee receives from Workers' Compensation insurance and his/her regular salary rate. The dollar value paid by Polk County shall be converted to the employee's hourly wage rate and charged on an hourly basis against the employee's accrued sick leave. If the employee has no accrued sick leave, then the charge shall be accrued against the employee's vacation leave or compensatory time leave. Upon the exhaustion of the employee's sick leave, vacation leave or compensatory time, the County's supplemental payments shall cease.

For the purpose of determining calculations hereunder, the day of injury shall be considered a workday, and the employee shall receive his/her regular wages that day.

## ◆ ARTICLE XV ◆

### HEALTH INSURANCE

#### Section 1

##### Medical Insurance

Beginning September 1, 2021 and continuing through the life of the contract, the County will contribute 90% of the monthly premium per employee toward the cost of a health and dental plan.

The County will maintain the current health insurance plans offered to the employee. If health insurance premiums increase more than 10% in any given year, modifications/reductions in the health plan may be instituted by the County, after reaching an agreement with the Union, to reduce the premium increase to less than 10%.

Employees will pay the remaining 15%. Employees who decline (opt out) health insurance shall receive \$300.00 a month. To be eligible to receive opt out compensation, the employee must be able to show proof of health insurance coverage.

The parties agree that if the cost of a current insurance plan is projected to increase and the parties agree to substitute a plan with a lesser premium the bargaining unit members 15% contribution of the substituted plan will be reduced by 50% of the difference between the projected plan cost and that of the agreed upon substituted plan. (see costing example Enclosure #3)

The County and the Union shall form a benefits committee consisting of two appointed members from each party to review benefits and cost trends and make recommendations to the parties. This committee shall meet quarterly or more often if deemed appropriate by the parties. The County Administrative Officer and the Union Council representative shall attend meetings of the Committee in an advisory capacity.

The County shall offer all employees, at no cost to the employee, a long-term care plan. The plan shall be known as the Long Term Care Base Plan offered by UNUM Life Insurance Company of America.

Domestic partner health insurance will be offered to a qualified same sex partners.

#### Section 2

##### Life Insurance

All full-time employees and their families shall be covered after thirty (30) days by a group life insurance plan. Employees shall be covered in the amount of \$50,000. The employee's spouse and dependents shall be each covered by a \$2,000.00 policy subject to the limitations of that policy. The County shall provide full funding of the cost of such life insurance for the term of this Agreement.

#### Section 3

## **Employee Participation**

Employees desiring to participate in other optional insurance programs currently authorized by the County may do so at their expense (pursuant to Section 1 of this article) on payroll withholding. Employees on a non-paid leave status must make their own arrangements with the Payroll Department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

### **Section 4**

#### **Conversion of Sick Leave Upon Retirement**

Upon retirement under the Public Employee's Retirement System, an employee's accumulated sick leave will be credited to the Public Employee's Retirement benefits as provided and in accordance with Oregon Revised Statute 237.153 relating to such conversion and as administered by the Public Employee's Retirement System.

### **Section 5**

#### **Retirement**

The County agrees to continue to be a member of the Public Employee's Retirement System, to pay the retirement contribution of six percent (6%) required of each employee as provided by Oregon Revised Statutes and Rules of the Public Employee Retirement Board. While the County's intent is to continue the 6% pick-up, should the laws change for either PERS or OPSRP, the County and Union agree to a reopener to bargain such changes.

### **Section 6**

#### **Insurance for Part-time Employees**

Part-time trial service and regular employees working fifty percent (50%) or more of the equivalent full-time position shall be eligible to receive county-paid insurance on a pro rata basis if so elected by the employee.

◆ ARTICLE XVI ◆

SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

## ◆ ARTICLE XVII ◆

### PERSONNEL RECORDS

#### Section 1

An employee or the Union, with the employee's written permission, may, upon request, inspect the contents of his/her official County personnel file.

No grievance material, other than material relating to disciplinary actions, shall be kept in the personnel file after the grievance has been resolved. No material of an adverse nature may be used against an employee unless introduced into his/her official personnel file as described in this article.

#### Section 2

No performance evaluation or disciplinary actions shall be placed in the employee's personnel file that do not bear the signature of the employee. The employee shall be requested to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

Good faith, substantial compliance with this provision will be allowed.

#### Section 3

If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Employer may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at his/her address of record and a copy to the Union.

#### Section 4

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed. Employee must prepare his/her rebuttal on his/her own time and rebuttal must be submitted within 30 calendar days from the date the material was presented to the employee. The employee may use his/her regular work station/site through an arrangement approved by his/her supervisor.

#### Section 5

An employee may include in his/her personnel file copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credit, or any other material which relates creditably on the employee and his/her employment. Material reflecting caution, consultation, warning, admonishment or reprimand may at the discretion of the employer, be removed from the employee's personnel file after one (1) year upon request of the employee. The provisions of this section shall not be subject to the Grievance Procedure.

#### Section 6



An employee may, upon request, obtain copies of any of the contents of his/her personnel file, except for confidentially kept testing materials.

#### **Section 7**

There shall be only one (1) official personnel file. Other unofficial files may be kept by the department head.

#### **Section 8**

Material reflecting critically or adversely on an employee proven to be materially incorrect shall be removed from the personnel file.

## ◆ ARTICLE XVIII ◆

### TRIAL SERVICE

#### Section 1

Each employee appointed to a position in the bargaining unit by promotion, or voluntary transfer into the bargaining unit, shall, with each appointment, serve a trial service period.

#### Section 2

The trial service period is recognized as an extension of the selection process. It is the time immediately following appointment, and shall not exceed 12 months for initial hires or five full calendar months of actual service in the position for promoted or transferred employees. All newly hired employees shall serve a 12 month trial service period. Promoted and transferred employees shall serve a 5 month trial service. Promoted or transferred employees not passing their five months trial service shall be returned to their former position. Trial service may be extended only in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or more, and then only by the number of days the employee was on such leave, or as described below for Professional/Technical employees.

Professional/Technical employees in classifications listed in Enclosure 2 may have their trial service extended an additional 6 months. The extension will be accomplished only upon written notice to the Union 2 weeks prior to the expiration of the initial 6 months trial service. The purpose of the notice is to provide an opportunity to meet and confer to clarify issues. All new and promoted employees hired at the first step in the salary range shall receive a 6 month salary adjustment upon satisfactory completion of the 6 month performance review requirements. Employees hired at a step higher than the first will be eligible for a salary adjustment after 12 months.

#### Section 3

When, in the judgment of the County, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, then, at any time, the Employer may appoint the employee to regular status.

#### Section 4

Trial service employees may be removed from service when, in the judgment of the department head, based on consultation with the immediate supervisor, it is determined that the employee does not demonstrate the competence and/or fitness for the position, or it is in the best interest of the County to terminate the employee. Such removals under this article are unconditional and not subject to appeal or the Grievance Procedure.

◆ ARTICLE XIX ◆

INCLEMENT WEATHER

**Section 1**

When, in the judgment of the County, weather conditions require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of his/her shift.

**Section 2**

When individuals are late or unable to report to work, employees shall use either vacation or accrued compensatory time to make up those hours lost because of inclement weather. In the event that an employee has no vacation or accrued compensatory time, time lost shall be considered approved leave without pay.

## ◆ ARTICLE XX ◆

### EMPLOYEE TRAINING

#### Section 1

##### General Training Activities

The County shall encourage and promote training opportunities for employees to the end that services they render to the County may be made more effective. The County shall assist appointing powers in meeting training needs of their agencies; and in cooperation with appointing powers, shall encourage the development of departmental training programs designed to meet personnel needs and to prepare employees for promotion to positions of greater responsibility.

#### Section 2

A selected representative of the Union will be allowed no less than 30 minutes and up to 120 minutes without loss of pay during the orientation process to discuss the Union and sign new members.

#### Section 3

##### Time of Training Periods

Training programs may be conducted during or after regular working hours or both. Attendance by employees at training sessions conducted after regular working hours shall be in accordance with the Fair Labor Standards Act for non-exempt employees. Exempt employees shall be granted an equal amount of compensatory time off.

#### Section 4

##### Resources

The County Shall provide all Deputy District Attorneys with the most up to date copy of Oregon Evidence by Laird Kirkpatrick upon ratification of this contract.

The County shall provide the DA's office with two (2) updated copies each year it is published.

**◆ ARTICLE XXI ◆**  
**Safety**

**Section 1**  
**Safe Work Environment**

The County acknowledges an obligation to provide a safe and healthy work environment for its employees. Employees shall report all unsafe acts or conditions to their supervisors when such acts or conditions occur. No employee shall be disciplined for refusing to work in an unsafe working condition or for reporting or abiding by County or State safety laws.

**Section 2**  
**Training**

The County shall provide in person, location specific, active assailant training. This training shall cover active assailant situations in the DA's office and each courtroom.

◆ ARTICLE XXII ◆

**DRUG AND ALCOHOL TESTING POLICY**

The County and Union are committed to maintaining high standards of employee safety, productivity and reliability, as well as high standards of fair enforcement integrity. In furtherance of these objectives, the County strictly prohibits employees from reporting to work or returning to duty with any amount of drugs or alcohol in their systems. "Drugs" refers to marijuana, cocaine, opiates, amphetamines, phencyclidine and controlled substances as defined under Oregon criminal codes.

(A) Mandatory Testing. To assist in the enforcement of this policy, the County and Union agree that mandatory employee testing will be required in the following circumstances:

1. Probable Cause Testing. All bargaining unit employees will be required to immediately submit to blood, breathalyzer and/or urinalysis testing for the detection of alcohol and/or drugs when there is probable cause that the employee has reported to work or has returned to duty with drugs or alcohol in his/her system. When feasible, the signs and symptoms giving rise to the determination of probable cause will be observed by another bargaining unit employee.

Employees who engage in prohibited conduct or fail to fully cooperate with the County's enforcement of this policy are subject to suspension and discipline, including discharge for just cause.

(B) Safeguards and Testing Procedures. Employees may be tested for the presence of drugs or alcohol by one or more of the following methods:

1. Urine sample for drugs - Employees will first be subject to EMIT screening. If a negative result is received, the sample will be considered free of drugs. If a positive result is received on the EMIT screening, a GCMS (gas, chromatography/mass spectrometry) test will be used for confirmation, and the employee will provide a second sample which will also be tested by GCMS for confirmation purposes.
2. Breathalyzer for alcohol - Testing for the presence of alcohol will be by breath analysis to determine the presence of alcohol. An employee will first be subjected to testing by a portable breath test (PBT) operated by a supervisor, and if the test is positive, a second test will be administered 15 minutes after the results of the original test for confirmation purposes.

For the purpose of B (1): The County will use a laboratory certified by the Federal Department of Health and Human Services (FDHHS) and National Institute for Drug Alcohol Abuse (NIDA). The test results shall be reviewed by the MRO before they are reported to the County as positive to determine if there is an alternative medical explanation for a confirmed-positive test result.

Employees are required to respond immediately to the MRO's inquiries and provide any required information or records to the MRO within 48 hours. Employees will be paid for time lost from work to undergo testing and/or respond to MRO inquiries.

If the confirmatory test result is negative or the MRO determines, after review, that a legitimate medical explanation exists for the positive test results, no further action will be taken. If, however, the confirmatory test result is positive and the review indicates that no legitimate medical explanation exists, other than the unauthorized use of a prohibited substance, the MRO shall refer the individual's results to the County's designated representative. The County will notify the employee and a designated Association representative of the positive test results.

In the event a positive test is confirmed, the employee has the right to have the samples referred to in subsection (B)(1) re-tested, upon written request, within seventy-two (72) hours of his/her receipt of a final test result from the MRO. The employee may designate re-testing by the original laboratory or another laboratory certified by FDHHS.

All mandatory requirements under this policy shall be paid for by the County and shall be done by the employee while on an on-duty paid status.

- (C) Rehabilitation Assistance. Employees who have alcohol and/or drug dependency problems or believe they may have such problems are encouraged to pursue employee assistance. Although the County will support voluntary treatment efforts for employees with drug and alcohol dependency problems who voluntarily seek assistance, it is up to each employee to pursue treatment before dependency problems result in unsatisfactory performance, attendance, or safety records, etc., and before the employee violates this policy.

When an employee voluntarily reports a drug or alcohol dependency problem and seeks assistance, that employee will be placed on a leave of absence with access to the employee's accrued leave banks or adjusted working hours based on a health care provider's determination to allow for in-patient or out-patient rehabilitation treatment. The employee will be permitted to work after such time as a competent, mutually acceptable health care provider has certified the employee is able to safely perform his/her assigned duties. The County shall also, on a one time basis only (once in his/her employment history with the County), allow an employee to undergo evaluation and rehabilitation as an alternative to termination for violating this policy, provided: 1) The competent health care provider's evaluation reveals that the employee has a dependency on the substance(s) taken; and 2) The employee's conduct does not otherwise constitute a felony or a misdemeanor.

To protect their employment, employees undergoing rehabilitation must agree to all treatment, rehabilitation, after-care and follow-up testing and individual suspicion-less testing for a period of twenty-four (24) months, as set forth in a written Rehabilitation and Return to Work Agreement required by the County.

Marijuana. In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the "prohibited conduct" listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act.

◆ ARTICLE XXIII ◆

**ENTIRE AGREEMENT**

The County and the Union for the life of this Agreement and voluntarily and unqualifiedly waive the right, and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.



◆ ARTICLE XXIV ◆

TERMINATION

This Agreement shall be effective July 1, 2025, and shall remain in full force and effect through June 30, 2027.

If either party wishes to renew or modify this Agreement notification of the scope of such renewal or modification must be submitted to the other party by January 31, 2023. The scope of such proposed modifications by the party serving notification of intent to modify shall not preclude or limit the right of the other party to submit their proposals. Proposals by the non-moving party must be submitted to the moving party within thirty (30) calendar days of the moving party's notification or March 1, 2023, whichever is later. In the event that such notice is given, negotiations shall begin no later than the 15th day of January following such notification.

Dated this \_\_\_\_\_ day of September, 2025.

POLK COUNTY  
BOARD OF COMMISSIONERS

AFSCME SUB LOCAL 173-2

\_\_\_\_\_  
Chair