

POLK COUNTY BOARD OF COMMISSIONERS

DATE: October 22, 2025
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

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

PAGE: **AGENDA ITEMS**

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

CONSENT CALENDAR

- a) Polk County Contract No. 25-183, City of Independence/City of Monmouth (Morgan Smith, County Counsel)**
- b) Polk County Contract No. 25-184, Salem Health West Valley (Rosana Warren Rivera, Public Health)**
- c) Polk County PVAB Member Appointments, Mike Sewell & Timothy English (Christian Hayes, PVAB Clerk)**

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

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

APPEARANCE OF INTERESTED CITIZENS

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

PUBLIC HEARING FORMAT
Land Use

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

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES October 15, 2025

1. CALL TO ORDER & ATTENDANCE

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

Staff present:

Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

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

3. COMMENTS

None.

4. APPROVAL OF AGENDA

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

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

5. APPROVAL OF MINUTES OF October 8, 2025

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON
SECONDED, TO APPROVE THE MINUTES OF October 8, 2025.**

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

6. APPROVAL OF CONSENT CALENDAR

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

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

7. MONTHLY TREASURER'S REPORT

Commissioner Pope acknowledged that Mr. Milligan was not present and asked if the Board had any questions or comments. Commissioner Gordon made a comment about some of the negative balances.

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

- a) Polk County Contract No. 25-180, State of Oregon
Dept. of Corrections
(Jodi Merritt, Community Corrections Director)
- b) Polk County Contract No. 25-181, Oregon Health
Authority
(Rosana Warren Rivera, Public Health)

At 9:03 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

The Executive Session ended at 9:33 a.m. and Mr. McGuigan talked about a meeting with Friends of Polk County he has coming up and explained why he thinks it is important to meet with them.

Commissioner Pope adjourned the meeting at 9:35 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Admin. Services Director
DATE: October 16, 2025
SUBJECT: Reclassification of a Health Services Supervisor III

Wednesday – October 22, 2025 (5 minutes)

RECOMMENDATION:

The Board of Commissioners approve the reclassification of an HS Supervisor II.

ISSUE:

Shall the Board approve the reclassifications?

DISCUSSION:

It is recommended that Doug in the Health Service Department, be reclassified from a Health Service Supervisor III to a Health Services Supervisor IV. Noelle Carroll, Health Services Director, provided the following information to support her request for this reclassification. “Doug Akin has transitioned to a broader role over the past several months, specifically with the implementation of new Mobile Crisis Rules and the shift to CARES. While he continues to provide significant expertise and training oversight for crisis-related matters, his primary function has evolved. He now serves as the main point of contact for Health Services in community response, coordinating and mobilizing resources for related issues. This includes postvention death notification and prevention efforts related to suicide and overdose, coordination with Public Health and County Emergency Management for natural disasters and mobilizing events, and acting as a Field Command liaison with Law Enforcement.”

Doug is currently at step L15-7 of the HS Supervisor III position which is \$8,375. If the reclassification is approved, he would move to step L15-7 of the HS Supervisor IV position which is \$8,932.

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

FISCAL IMPACT:

This reclassification will have an impact on the budget for FY 25-26 of approximately \$8,600 including PERS contribution should it be for 12 months.



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: October 22, 2025
Contractor Name: Salem Health West Valley
Address: PO Box 378
City, State, Zip: Dallas, OR 97338
Effective Dates - From: October 01, 2025 Through: June 30, 2027
Contract Amount: \$Varies

Background:

Salem Health West Valley (SHWV) has agreed to provide Tuberculosis (TB) screening services, which includes chest x-ray services, as well as liver function and Quantiferon Gold (QFT) tests to referred Polk County Public Health (PCPH) clients, including those who have no other means of payment. This is the renewal Agreement to contract No. 18-95.

Discussion:

This Agreement is a continuation of services SHWV has been providing to Polk Public Health clients. Testing service rates are reflective of existing OHA reimbursement rates.

Fiscal Impact:

The Public Health budget has sufficient expenditure authority to accommodate this Agreement and the Public Health budget was prepared in anticipation of this agreement being in place for fiscal year 2025-26.

Recommendation:

It is recommended that Polk County sign this Agreement with Salem Health West Valley.

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: _____

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

By and Between

**POLK COUNTY
CITY OF INDEPENDENCE
CITY OF MONMOUTH**

for

WATER SUPPLY PLANNING AND PRELIMINARY ANALYSIS OF WATER SYSTEM FACILITIES

This Intergovernmental Cooperative Agreement (Agreement) is effective this ____ day of _____, 2025 between Polk County, a political subdivision of the State of Oregon (County), the City of Independence, an Oregon municipal corporation (Independence) and the City of Monmouth, an Oregon municipal corporation (Monmouth), sometimes also referred to as "Party" or "Parties".

RECITALS

Independence and Monmouth own, operate, and maintain potable water supply systems within their respective boundaries for the use and benefit of their customers.

The cities currently obtain water from separate sources but are interested in developing the Willamette River as a surface water source pursuant to separate water permits issued by the Oregon Water Resources Department.

Polk County also has an existing water permit on the Willamette River that it intends to allow access and beneficial use by other municipal and domestic water supply entities in Polk County, including Independence and Monmouth, to meet long term demands for the benefit of Polk County water users.

The Parties wish to evaluate the feasibility of development of joint water supply facilities to provide the Parties with reliable, efficient and effective water supply and transmission to their respective service areas.

The Parties anticipate multiple phases to this process. Phases 1 to 3 will include planning studies and master plans to identify water supply needs, assess the quality and quantity of available water resources, and evaluate the site location(s), permitting, preliminary engineering work for water intake or collector well already commenced by Independence and preliminary cost estimates of a joint water supply system.

If deemed feasible and agreed to by the Parties, Phase 4 will consist of evaluation of governance options, development of the agreements needed to proceed with implementation of needed water supply system improvements by those Parties that wish to participate through a separate design and construction agreement.

TERMS

1. **Incorporation of Recitals.** The Recitals above are incorporated into the terms of this Agreement.
2. **Work Performed Under this Agreement.** The Parties agree that the work performed under this Agreement shall consist of Phase 1, with the potential to extend to Phases 2 and 3, which include planning studies and master plans as needed to identify water supply needs, assess the quality and quantity of available water resources, and evaluation of the site location(s), permitting, preliminary engineering already commenced by Independence with Keller Associates for a water intake or collector well and preliminary cost estimates of a joint water supply system. Completion of Phases 1, 2 and 3 will enable the Parties to determine if they want to participate in Phase 4. Each Phase shall include separate work descriptions and cost allocation for a joint surface water intake or collector system. Entry into this Agreement shall constitute approval of the scope of work. Each Party shall approve amendments to the scope of work. A party may elect to exit this agreement at the conclusion of any Phase.

The component Task Orders of the Phases below are set forth on Exhibit 1, attached hereto and incorporated by reference:

Phase 1: Tasks 1 to 7.2, Tasks 7.7, and 7.8, the collector/intake study component of the Preliminary Engineering Report (PER) work to be performed under Task 10, and the property clearing request for qualifications process to be performed under Task 22. A portion of the Task 21 total management reserve budget is available but shall not exceed 10 percent of the Phase 1 total cost allocation.

Phase 2: Tasks 7.3 to 7.6, 7.9, 8 and 9.1. A portion of the Task 21 total management reserve budget is available but shall not exceed 10 percent of the Phase 2 total cost allocation.

Phase 3: Remainder of Task 9 (9.2 and 9.3), remainder of Task 10 (non-collector/intake work) and Tasks 11-15. A portion of the Task 21 total management reserve budget is available but shall not exceed 10 percent of the Phase 3 total cost allocation.

Phase 4: Tasks 16-21, which includes the remaining management reserve for any additional services to be performed according to the terms of a separate construction agreement.

At the conclusion of Phase 1, Monmouth will determine whether to proceed to subsequent Phases. At the end of each subsequent Phase, each Party shall determine if it wishes to participate in next Phase. Those Parties who participate in construction under Phase 4 will negotiate a separate agreement(s) for governance, project management, implementation, and design and construction of the joint water supply system and cost allocations. The Phase 4 agreement may allow for participation in portions of the water supply facilities and reservation of an option to later participate in other facilities. It is anticipated that Independence will own the real property upon which the water supply facilities are located but any water supply facilities will be jointly owned on a percentage basis. Nothing herein will prevent Independence from proceeding alone to design and construct facilities to meet its full requirements.

3. **Non-Binding Effect of Agreement.** This Agreement forms the basis and effect for conclusion of each Phase of work but in no way obligates any Party to participate in subsequent Phases. However, this Agreement does create a binding obligation for reimbursement for the actual costs of the Project Budget and Cost Allocation incurred by Independence (or other Parties) on behalf of the Parties as set forth on Exhibit 1, attached hereto and incorporated by reference and the indemnity obligation of Section 11. Actual costs shall be calculated (true up) and paid no later than conclusion of Phase 3.
4. **Term.** The term of the Agreement shall be the contract schedule for completion of the work under Phase 1, subject to extension by the Parties for Phase 1, or continuation to Phase 2 or 3 if those phases are undertaken.
5. **Governance and Oversight.** A governance and oversight committee is hereby established consisting of single elected or senior management person appointed by each Party to act as a liaison to the governing body of his or her appointing entity. This committee is not a separate governing body as no ORS Chapter 190 entity is created by this Agreement. The governance and oversight committee shall meet as necessary but no less often than quarterly. It is expected that the Project Manager and Project Representatives will regularly update and provide reports to their respective governance and oversight committee representatives.
6. **Managing Agency.** City of Independence shall act as the Managing Agency, shall provide overall oversight and coordination of the water supply planning and evaluation process, and may contract with consultants, including but not limited to engineers, attorneys, and other professional service providers, as necessary to complete each Phase of the work. In addition, individual Parties may retain engineers, lawyers and other professional service providers as set forth in Section 7 to complete work specific to the Party. As the Managing Agency, Independence shall designate a Project Manager to provide direction to any consultants it retains to achieve completion of the Work and shall coordinate work by the individual Parties. City of Independence Public Works Director shall be the Project Manager for Independence and is empowered to act on behalf of the Parties for oversight and coordination of the work in Phases 1-3.
7. **Consulting Services.** The Parties agree to retain the following consulting services in support of the joint water supply planning project:
 - A. Independence has retained Keller Associates to provide preliminary analysis of permitting, location and preliminary identification and design of necessary water system facilities including, but not limited to, surface water intake or collection well, raw water transmission, water treatment facilities, and finished water transmission according to the scope of work set forth on Exhibit 2, attached hereto and incorporated by reference. Costs for this work shall be the sole responsibility of Independence except as specifically identified as a joint cost share and allocation as set forth on Exhibit 1. The Parties agree to share costs and reimburse Independence as provided in Exhibit 1 for each Phase of participation.
 - B. Keller Associates has retained GSI Water Solutions, Inc. (GSI) as a sub-consultant to analyze water rights of the Parties, points of diversion and to develop a permitting, extension and certification strategy to achieve economic and efficient use of the available water rights for the Parties. Costs for this work shall be shared and allocated for the applicable Phase as provided on Exhibit 1.

- C. Other Consultants. Upon approval by the Parties, Independence may retain such other consultants, including grant application services, or change consultants as deemed necessary to assist in completion of Phases 1 to 3 with costs to be allocated in Exhibit 1 or an amendment to Exhibit 1.
- D. Each Party commits to retain such consultants to analyze and recommend the specific needs of that Party to enable project consultants such as Keller or GSI to complete their tasks in a timely fashion. Such individual efforts shall be at the Party's sole expense.

8. Project Budget and Cost Allocation.

8.1. The estimated budget and cost allocation to each Party for Phase 1 is presented in Exhibit 1. If Phases 2 or 3 are undertaken, Exhibit 1 will be revised to reflect those tasks. This budget and associated cost allocation reflects numerous assumptions including project costs and project-specific grants. Once contracts with consultants are entered into and any project grants have been awarded, Exhibit 1 will be revised by the Managing Agency to reflect the updated project budget and cost allocation to each Party.

8.2. For any project specific grant that applies to Phase 1, or any subsequent phase, the Parties agree that the grant funds shall be first allocated to reimburse the grant recipient for costs incurred (consultants, staff, out of pocket expenses, etc.) to obtain the grant. Any remaining grant proceeds will be then allocated among all parties for work items required to be performed by all parties as a credit against amounts owed, as set forth in Exhibit 1. If all or a portion of the remaining grant proceeds are required to be used for a specific task unique to the grant recipient, then sufficient funds will be applied to that task to comply with grant conditions.

8.3. The Parties agree to seek additional grant funding individually or by joint application if that seems the best method to secure the grant. Prior to making application, each Party agrees to notify the others of intent to do so.

8.4. The Governance and Oversight Committee will unanimously approve revised Exhibit 1. The Parties agree that costs of Phases 1 to 3 as actually incurred shall be allocated as set forth on Exhibit 1, unless the Parties mutually agree otherwise in writing. Any increase in total costs more than 10% over the amounts in Exhibit 1 for a Party shall be approved by the governing body of that party. Any increase under 10% of total cost for a Party may be approved by the Project Manager or the Party Representatives for the Party affected by the change. Exhibit 1 shall be further revised as cost allocations are approved.

8.5. No later than the conclusion of each Phase, all actual costs shall be calculated (true-up) and each party shall pay Independence the actual cost of its share of the work. If a Party has paid more than its actual cost share, it shall be reimbursed the amount of overpayment. At the end of Phase, a party who has overpaid may direct Independence to apply the overpayment amount as a credit to the next Phase if that party elects to continue.

9. **Payment.** As services are incurred, Independence shall pay and then invoice each Party on a monthly basis for that Party's share of costs according to Exhibit 1. Payment shall be made to the Managing Agency within 30 days of invoice.

10. **Party Representatives.** Each Party shall appoint a representative as the point of contact for the Project Manager. Each Party's representative shall meet regularly, be given periodic updates and have full opportunity to attend consultant meetings and to review and comment prior to final action by the Managing Agency. The Project Manager and Project Representatives of each Party are:

Project Manager:

- City of Independence Public Works Director or designee

Project Representatives:

- City of Monmouth City Engineer or designee
- Polk County Community Development Director or designee

11. **Budgeting and Appropriation.** Each Party agrees to budget and appropriate its share of costs as allocated under Exhibit 1. If a Party fails or refuses to do so, it shall be deemed in default and that Party shall be terminated as a participant. The Party shall pay for its share of all allocated costs incurred to the date of termination. If unanticipated costs exceed a Party's budgeted funds and the Party in deficit cannot find the funds in the current fiscal year, another Party(ies) may advance the deficit Party's share to keep the project on schedule. The deficit Party shall reimburse the advancing Party in the succeeding fiscal year. At all times a Party shall have the right to proceed with the Work for its benefit if other Parties are unable or unwilling to do so.
12. **Indemnity.** To the extent permitted by the Oregon Constitution, and subject to the limitations of the Oregon Tort Claims Act, each Party agrees to hold the other Party(s), their governing bodies, officers and employees, harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney fees, arising out of or in any way connected with the indemnifying Party's act or omission to act under this Agreement. Independence and Polk County shall impose similar indemnity and insurance requirements on any consultants performing work hereunder.
13. **Termination and Withdrawal.**
 - A. For convenience. Any Party may terminate its participation in this Agreement at any time upon 60 days written notice to all other Parties. The notice may set a termination date more than 60 days from the date of the notice. The terminating Party shall be responsible for all costs incurred and allocated to it up to the date of termination.
 - B. Conclusion of a Phase. Upon conclusion of any of Phases 1,2 or 3, a Party may elect not to proceed with a subsequent Phase. The terminating Party shall be responsible for all costs incurred and allocated to it for all work performed under the concluded Phase.
 - C. Default. A Party may also be terminated for default upon 30 days written notice specifying the default, unless the default is cured within the notice period. If the default cannot be cured in the notice period, the defaulting party shall propose a plan to cure the default within a reasonable time for mutual agreement. If not cured, the non-defaulting party shall have all rights and remedies available under Oregon law. The terminated Party shall be responsible for all costs incurred and allocated to it up to the date of termination and any other monetary damages as awarded by a court or arbitrator.
 - D. Effect of Termination or Withdrawal. If a Party terminates and withdraws for convenience or for default (Terminating Party) in any phase, the Terminating Party shall have no further claim or entitlement to any Project assets, work product or monetary reimbursements. Further, the Terminating Party shall have no right or expectation of readmittance to the Project except upon approval by the remaining Parties upon terms acceptable to them in their sole discretion.
14. **Modification.** This Agreement may be modified by written document signed by all Parties.

15. **Notices.** All notices required by or related to this Agreement shall be in writing and sent by personal delivery, regular U.S. mail or email to the following:

City of Independence
Attn: Kenna West
kwest@ci.independence.or.us
550 South Main Street
Independence, Or 97351

City of Monmouth
Attn: Rochelle Roaden
rroaden@ci.monmouth.or.us
151 Main Street W
Monmouth, Or 97361

Polk County
Attn: Austin McGuigan
Mcguigan.Austin@co.polk.or.us
850 Main Street
Dallas, Or 97338

16. **New Parties.** Additional municipal or domestic water providers may be admitted to this Agreement upon unanimous approval of the Parties through mutually agreed terms of amendment to this Agreement.

17. **Amendment.** This Agreement may be amended only upon approval by the governing body of each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts effective as of the date first above written.

City of Independence

By: Kenna West
Title: City Manager

Polk County

By: _____
Title: _____

City of Monmouth

By: Rochelle Roaden
Title: City Manager



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: October 22, 2025
Contractor Name: Salem Health West Valley
Address: PO Box 378
City, State, Zip: Dallas, OR 97338
Effective Dates - From: October 01, 2025 Through: June 30, 2027
Contract Amount: \$Varies

Background:

Salem Health West Valley (SHWV) has agreed to provide Tuberculosis (TB) screening services, which includes chest x-ray services, as well as liver function and Quantiferon Gold (QFT) tests to referred Polk County Public Health (PCPH) clients, including those who have no other means of payment. This is the renewal Agreement to contract No. 18-95.

Discussion:

This Agreement is a continuation of services SHWV has been providing to Polk Public Health clients. Testing service rates are reflective of existing OHA reimbursement rates.

Fiscal Impact:

The Public Health budget has sufficient expenditure authority to accommodate this Agreement and the Public Health budget was prepared in anticipation of this agreement being in place for fiscal year 2025-26.

Recommendation:

It is recommended that Polk County sign this Agreement with Salem Health West Valley.

Copies of signed contract should be sent to the following:

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

CONTRACT & AGREEMENT SUMMARY

CONTRACT NUMBER:	
COUNTY/DEPARTMENT:	POLK COUNTY PUBLIC HEALTH 182 SW ACADEMY STREET DALLAS, OR 97338 ID#: 93-6002310
CONTACT PERSON:	ROSANA WARREN RIVERA
DATE ISSUED:	09/26/2025
CONTRACTOR	SALEM HEALTH WEST VALLEY 525 SE WASHINGTON STREET DALLAS, OR 97338-2834 ID#: 43-1960221
CONTACT PERSON:	KATHLEEN HAINSWORTH
SERVICES PROVIDED:	To provide Tuberculosis laboratory testing and radiology imaging to all referred patients presenting at the Salem Health West Valley Hospital from Polk County Public Health, as outlined in Section 5.
EFFECTIVE DATES:	FROM OCTOBER 01, 2025 THROUGH JUNE 30, 2027
BUDGET LINE #:	235-8550-525-PH03
DOLLAR AMOUNT:	VARIES
TERMS:	Service Rates per Section 4
ADDITIONAL COMMENTS/INFORMATION:	

NOTIFY CONTRACTS TEAM IMMEDIATELY OF ANY CONTRACT TERMINATION

HS.CONTRACTS@co.polk.or.us

AGREEMENT

1. PARTIES TO AGREEMENT.

This Agreement ("Agreement") is entered by and between POLK COUNTY, a political subdivision of the state of Oregon, hereafter called "COUNTY", and SALEM HEALTH WEST VALLEY, an Oregon non-profit corporation organized and existing pursuant to the law of the State of Oregon, hereafter called "HOSPITAL", collectively referred to as the "PARTIES".

2. PURPOSE/STATEMENT OF WORK.

The purpose of this Agreement is to establish the terms and conditions under which the HOSPITAL will provide Tuberculosis (TB) Testing Services, which includes the provision of appropriate laboratory testing and radiological imaging services, to all referred COUNTY patients, including those who are uninsured or otherwise considered under-insured and are unable to pay. These services are further described in Section 5.

3. TERM AND TERMINATION.

- 3.1 This Agreement shall be effective for the period of October 1, 2025 through June 30, 2027 unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended by agreement of the PARTIES. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This Agreement may be terminated by mutual consent of both PARTIES at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 PARTIES may terminate this Agreement effective upon delivery of written 30-day notice to the other party or at such later date as may be established under any of the following conditions:
 - a. If funding from federal, state, or other sources is 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 regulations or guidelines are modified, changed, or interpreted 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 COUNTY and/or HOSPITAL staff to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 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 HOSPITAL for services rendered, which are further outlined in Section 5, at the following rate limits:
- a. RADIOLOGICAL IMAGING SERVICES (TECHNICAL COMPONENT ONLY):
 - i \$129.36 maximum for a TAKE of a one view PA chest x-ray
 - ii \$200.90 maximum for a TAKE of a two view PA and lateral chest x-ray
 - iii \$129.36 maximum for a TAKE of a special view chest x-ray
 - b. LABORATORY TESTING SERVICES:
 - i \$10.62 maximum for a DRAW and LAB of a Liver Function blood test
 - ii \$80.57 maximum for a DRAW and LAB of a QuantiFERON Gold Plus blood test
- 4.2 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 11 of this Agreement.
- 4.3 It is agreed that HOSPITAL shall accept payment from COUNTY as full and total payment for services provided for authorized patients. HOSPITAL shall not bill any patients served under this Agreement for services delivered hereunder.
- 4.4 HOSPITAL will bill for the technical component of the imaging service provided. COUNTY shall forward payment to HOSPITAL ATTN: Patient Financial Services, Address: 525 SE Washington Street, Dallas, OR 97338.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT.

The following allows for the utilization of laboratory and radiological services and clarifies the services and operational parameters between the COUNTY and HOSPITAL;

5.1 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Provide all patients presenting at Polk County Public Health Department suspected of or who have come in close contact with a person carrying TB, a full TB screening evaluation by a COUNTY Physician, Registered Nurse or Licensed Independent Practitioner, prior to referring to HOSPITAL for additional testing.
- b. Provide an Authorization for Tuberculosis Testing form, included herein as Attachment A, to all patients referred to HOSPITAL for TB testing services.

5.2 UNDER THE TERMS OF THIS AGREEMENT, HOSPITAL SHALL:

- a. Provide testing services, as outlined in the Authorization for Tuberculosis Testing form for COUNTY referred patients presenting at Salem Health West Valley Laboratory Department by HOSPITAL qualified technicians or staff, which can include, but is not limited to the provision of the following:
 - i Laboratory Testing for a QuantiFERON-TB Gold Test and/or Liver Function Panel Test;
 - ii Radiological Imaging for PA Chest X-Ray and/or Lateral X-Ray Examination.
- b. Provide records of laboratory or radiological findings through a written report, X-ray film or digital copy of X-ray on compact disk and/or lab results, of services provided to COUNTY three (3) business days after service completion.
- c. Seek reimbursement for services rendered to patients' insurance provider if coverage is found, and/or unless otherwise identified in the Authorization for Tuberculosis Testing form as COUNTY responsible for payment.

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 HOSPITAL 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.

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

10. MERGER CLAUSE.

PARTIES concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both PARTIES. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. PARTIES, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICE.

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

COUNTY

Greg Hansen
Polk County
Chief Administrative Officer
850 Main Street
Dallas, OR 97338

HOSPITAL

Salem Health Hospitals & Clinics
ATTN: Payer Contracting and Relations
890 Oak Street SE
Salem, OR 97301

12. INDEMNIFICATION.

HOSPITAL agrees to indemnify, defend and hold harmless COUNTY and its officers, agents and employees against any and all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of HOSPITAL, HOSPITAL'S officers, agents, and employees, and HOSPITAL'S subcontractors and their employees and agents, in performance of this contract.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Polk County agrees to indemnify, defend and hold harmless the HOSPITAL and its officers, agents and employees against any and all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, COUNTY'S officers, agents and employees, in performance of this Agreement.

13. CONFIDENTIAL RECORDS.

COUNTY shall keep confidential all patient records and HOSPITAL information and shall not disclose any information concerning services performed at HOSPITAL other than authorized members of the Medical Staff and its representatives, licensing boards, the Joint Commission on Accreditation of Healthcare Organizations, third party payers without written consent of the other party or duly authorized court orders or proceedings.

14. CONFIDENTIALITY INFORMATION.

If and to the extent, and so long as, required by the provisions of 42 U. S. C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act (HIP AA) of 1996 and regulations promulgated thereunder, but not otherwise, County does hereby assure HOSPITAL that COUNTY will appropriately safeguard protected health information made available to or obtained by COUNTY. In implementation of such assurance and without limiting the obligations of COUNTY otherwise set forth in this Agreement or imposed by applicable law, COUNTY hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity COUNTY performs on behalf of HOSPITAL, to the extent COUNTY would be required to comply with such requirements. COUNTY shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of patient health information and business information of the HOSPITAL.

15. ACCESS TO BOOKS, DOCUMENTS AND RECORDS.

- 15.1 To the extent required by applicable Law, COUNTY shall make available, upon written request from HOSPITAL to the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative of such agencies, this Agreement, and COUNTY'S books, documents and records. COUNTY shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents or records pursuant to this section for any purpose, COUNTY shall notify HOSPITAL of the nature and scope of such request.
- 15.2 If COUNTY carries out any of the duties of this Agreement through a subcontract with a related organization ("Subcontractor"), with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the HOSPITAL, Comptroller General of the United States, or any other duly authorized agent or representatives of such agencies, the subcontract and Subcontractor's books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

16. CIVIL RIGHTS.

Both PARTIES agree to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 and Title VI as implemented by 45 CFR 80 and 84 which states in part, "No qualified persons shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance." Both PARTIES also agree to comply with all applicable provision of ORS 279.316

17. FALSE CLAIMS, FRAUD, WASTE AND ABUSE.

Both PARTIES shall cooperate with and participate in activities to implement and enforce policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Both PARTIES shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Both PARTIES shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Both PARTIES are required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Both PARTIES are required to check the following databases for excluded individuals and entities: Excluded Parties List System (EPLS) www.sam.gov

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

The Business Associate Agreement required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as Exhibit A to this contract and are incorporated herein.

(SIGNATURE PAGE TO FOLLOW)

19. 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.

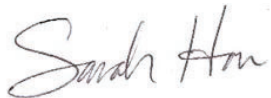
HOSPITAL SIGNATURE



10/3/25

James Parr
Executive Vice President of Operations and
Chief Financial Officer

Date



10/9/2025

Sarah Horn, MBA, BSN, RN, NE-BC
Senior Vice President & Chief Nursing and
Clinical Operations Officer

Date

COUNTY SIGNATURE

Craig Pope
Chair of the Polk County Board of Commissioners

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date

EXHIBIT A

SALEM HEALTH HOSPITALS & CLINICS HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement is made as of the last signature date below, by and between **Salem Health Hospitals & Clinics**, a public benefit corporation organized under the laws of Oregon, on behalf of Affiliated Covered Entity described below and **Polk County**.

In consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

Section 1. Definitions

Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304 and 164.501.

Specific definitions:

- (a) Affiliated Covered Entity. "Affiliated Covered Entity" shall mean the Covered Entities owned by Salem Health Hospitals & Clinics, including, Salem Hospital and West Valley Hospital, which have designated as an affiliated covered entity in accordance with 45 C.F.R. § 164.105(b).
- (b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean **Polk County**.
- (c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.013.
- (d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information, other than as provided for by this Agreement;
- (c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

- (d) Immediately report to Affiliated Covered Entity within five (5) business days, from the Business Associate's time of discovery of any potential breach, any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware;
- (e) In the event of an impermissible use or disclosure that constitutes a breach of unsecured Protected Health Information, supplement the report required by Section 2(e) above with the information required at 45 CFR 164. 410 without unreasonable delay and in no case later than 30 days after discovery, such reports shall include at least the following information:
 - (1) The identity of each individual whose information was accessed, acquired or disclosed during the breach;
 - (2) A brief description of what happened;
 - (3) The date of discovery of the breach;
 - (4) The nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
 - (5) Any steps individuals should take to protect themselves from potential harm resulting from the breach; and
 - (6) A brief description of what the Business Associate is doing to investigate the breach, the level of risk that the patient's Protected Health Information was compromised, and what is being done to protect against any further breaches;
- (f) Ensure that any agent, including a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate for the Affiliated Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including compliance with applicable requirements of the Security Rule, and Business Associate shall conduct reasonable due diligence of the information security of such agents or subcontractors and determine such information security to be reasonable prior to allowing such agents or subcontractors to create, receive, maintain, or transmit Protected Health Information on Business Associate's behalf;
- (g) Provide access to Protected Health Information in a Designated Record Set to Affiliated Covered Entity or, as directed by Affiliated Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524 and forward to Affiliated Covered Entity, within five (5) business days, any requests for access that Business Associate receives directly from Individuals;
- (h) Make any amendment(s) to Protected Health Information in a Designated Record Set that the Affiliated Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Affiliated Covered Entity or an Individual within 30 calendar days of Affiliated Covered Entity's request, and forward to Affiliated Covered Entity, within five (5)

business days, any requests for amendment that Business Associate receives directly from Individuals;

- (i) Make its 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 Business Associate on behalf of, Affiliated Covered Entity available to the Secretary for purposes of the Secretary determining Affiliated Covered Entity's compliance with the Privacy Regulations, except that nothing in this Section shall serve as a waiver of any applicable legal privilege;
- (j) Document such disclosures of Protected Health Information and information related to such disclosures as would be required for Affiliated Covered Entity or Business Associate to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528;
- (k) Provide to Affiliated Covered Entity or an Individual information collected in accordance with Section 2(i) of this Agreement, to satisfy the requirements for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528 or Section 13405(c)(3) of the HITECH Act, and forward to Affiliated Covered Entity, within five (5) business days, any requests for an accounting of disclosures that Business Associate receives directly from Individuals;
- (l) Comply with the applicable provisions of the Security Rule, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Affiliated Covered Entity; and
- (m) To the extent Business Associate is to carry out one or more of Affiliated Covered Entity's obligation(s) under the Privacy Regulations, comply with the requirements of the Privacy Regulations that apply to Affiliated Covered Entity in the performance of such obligation(s).

Section 3. Permitted Uses and Disclosures by Business Associate

(a) Statutory Duties

- (1) Business Associate acknowledges that it has a legal duty under the HIPAA Rules to, among other duties:
 - (A) Use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
 - (B) Comply with the applicable provisions of the Security Rule. In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), Business Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

- (2) Business Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (b) General Use and Disclosure Provisions Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Affiliated Covered Entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the Privacy Regulations if done by Affiliated Covered Entity or the Privacy Regulations' minimum necessary requirements at 45 C.F.R. § 164.502(b) and 164.514(d).
- (c) Specific Use and Disclosure Provisions
 - (1) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (2) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Unless the disclosure is required by law, Business Associate shall conduct reasonable due diligence of a third party's information security and determine such information security to be reasonable prior to disclosing Protected Health Information to the third party under this Section.
 - (3) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Affiliated Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).
 - (4) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).
 - (5) Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the HIPAA Rules.

Section 4. Obligations of Affiliated Covered Entity

Affiliated Covered Entity shall:

- (a) Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;

- (b) Notify Business Associate 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 Business Associate's use or disclosure of Protected Health Information;
- (c) Notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Affiliated Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5. Permissible Requests by Affiliated Covered Entity

Affiliated Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Affiliated Covered Entity.

Section 6. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date indicated above and shall terminate upon the termination of the underlying service agreement between the parties.
- (b) Termination for Cause. Upon Affiliated Covered Entity's knowledge of a material breach by Business Associate, Affiliated Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any underlying service agreement if Business Associate does not cure the breach or end the violation within the time specified by Affiliated Covered Entity; or
 - (2) Immediately terminate this Agreement and any underlying service agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Affiliated Covered Entity, or created, maintained, or received by Business Associate on behalf of Affiliated Covered Entity, shall:
 - (1) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Affiliated Covered Entity or otherwise destroy the remaining Protected Health Information that the Business Associate still maintains in any form.
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information.

- (4) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3, which applied prior to termination; and;
- (5) Return to Affiliated Covered Entity or otherwise destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Section 7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.
- (b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Affiliated Covered Entity to comply with the requirements of the Privacy Regulations, the Security Regulations, the HIPAA Rules, and the HITECH Act and its implementing regulations.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Affiliated Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HIPAA Rules, and the HITECH Act.
- (e) Indemnification. Business Associate agrees to indemnify and hold harmless Affiliated Covered Entity, its employees, officers, trustees, agents, and contractors from any and all liability, including reasonable attorneys' fees, costs of defense, and costs of mitigation and/or notification, that may arise from Business Associate's breach of this Agreement.
- (f) No limitations on liability. No limitations of liability, limitations of remedy, or disclaimers by Business Associate contained in the Underlying Contracts shall apply to the obligations and subject matter of this Agreement or to remedies sought by Affiliated Covered Entity with respect to a breach of this Agreement by Business Associate or any of Business Associate's workforce, agents, or subcontractors.
- (g) Insurance. Business Associate shall maintain appropriate and adequate insurance coverage to cover Business Associate's obligations pursuant to this Agreement, including Professional Liability insurance with Privacy and Cyber-Risk (Network Security) Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of three million dollars (\$3,000,000) each claim and annual aggregate; Cyber Liability Third party coverage \$1,000,000 and Notification/Crisis

Management \$1,000,000; Computer Crime Insurance with limits of \$1,000,000; and Employee Theft/Client Insurance Coverage with limits of \$1,000,000.

(Signature page to follow)

The parties have caused this Agreement to be executed on the date first written above.

SALEM HEALTH HOSPITALS & CLINICS (on behalf of Affiliated Covered Entity)

BY: Karl Wright

NAME: Karl Wright

TITLE: Director of SCS

DATE: 01/16/2025

POLK COUNTY

BY: _____

NAME: Craig Pope

TITLE: BOC Chair

DATE: _____

ATTACHMENT A:



POLK COUNTY PUBLIC HEALTH AUTHORIZATION FOR TUBERCULOSIS TESTING

PATIENT INFORMATION				REQUESTING PROVIDER INFORMATION			
First Name:				Name:		Public Health - TB Program	
Last Name:				Contact:		Emily Brateng, RN BSN	
DOB:				Address:		182 SW Academy Street	
Gender:				Address:		Dallas, OR 97338	
Language:				Phone:		(503) 623-8175	
Bill Payer:		☐ Patient Insurance ☐ Polk County		Fax:		(503) 831-3499	
DIAGNOSIS				ORDERING PHYSICIAN			
ICD Code:		Z20.1		Name:		Dr. Caroline Castillo, MD	
REQUESTED SERVICE							
☐ Laboratory Testing		☐ Radiological Imaging		☐ Other:			
CPT CODE	DESCRIPTION			CPT CODE	MOD	DESCRIPTION	
☐ 86480	QuantiFERON-TB Gold Test			☐ 71045	-	Chest X-Ray Exam - 1 View	
☐ 80076	Liver Function Panel Test			☐ 71045	TC	Chest X-Ray Exam - TAKE	
☐				☐ 71045	26	Chest X-Ray Exam - READ	
☐				☐ 71046	-	Chest X-Ray Exam - 2 Views	
☐				☐ 71046	TC	Chest X-Ray Exam - TAKE	
☐				☐ 71046	26	Chest X-Ray Exam - READ	

PLEASE FAX FINDINGS AND FINAL REPORTS TO: (503) 831-3499

Polk County Public Health, hereby authorizes the delivery of the services selected for the above mentioned patient and shall reimburse Salem Health West Valley, according to the mutually agreed upon terms.

AUTHORIZATION GIVEN BY: _____

AUTHORIZATION DATE: _____

MEMORANDUM

TO: Board of Commissioners

FROM: Christian Hayes, PVAB Clerk

DATE: October 15, 2025

SUBJECT: Property Value Appeals Board Appointments

RECOMMENDATION:

Appoint the following pools of people who are willing to serve on the Board of Property Tax Appeals:

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

BACKGROUND:

The county governing body shall appoint a pool of board members who may be selected by the county clerk to sit on the Board of Property Tax Appeals. The term of office for the Board of Property Tax Appeals members shall begin on the date of appointment and end on June 30, of the second year of their service.

The Board of Property Tax Appeals will:

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

FISCAL IMPACT: No fiscal impact on County.



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: _____

JRP-27-25 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT PROGRAM

Agreement Number: JRP-27-25

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Polk County** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence of each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$938,376

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$234,594 by November 30, 2025;
- (2) \$234,594 by March 31, 2026;
- (3) \$234,594 by September 30, 2026; and

(4) \$234,594 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Justice Reinvestment programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

C. Choice of Law; Designation of Forum; Federal Forum. 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 (unless Oregon law requires that it be brought and conducted in another 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

POLK COUNTY

By: Ryan Keck
Ryan Keck, Interim Executive Director

By: _____

Date: 10/13/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/29/25

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through
its Criminal Justice Commission

Grant Administrator: Lindsey Cullins

Telephone: (503) 302-1990

Email: lindsey.cullins@cjc.oregon.gov

Recipient

Polk County
820 SW Church Street, Suite 100
Dallas, OR 97338

Contact: Jodi Merritt

Telephone: (503) 623-5226

Email: merritt.jodi@polkcountyor.gov

Project Description:

The Justice Reinvestment Program supports Oregon counties in fulfilling the requirements of House Bill 3194 (2013), specifically to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs.

The goals of CJC's Justice Reinvestment Program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable; and
- Decreasing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

This Grant requires the Recipient to:

- Base implementation of its Project on existing research and evidence-based practices for reducing recidivism; and
- Distribute no less than 10 percent of Grant funds awarded to community-based nonprofit organizations that provide services to victims of crime, with priority given to culturally specific organizations and culturally responsive services.

Recipient shall use Grant funds to maintain and/or expand local Justice Reinvestment strategies that provide an alternative to incarceration for eligible property, drug, and driving offenses, and support work toward the goals stated above. Specifically, Recipient shall use Grant funds to operate the following community-based supervision, sanctions, and services strategies: Mental Health Treatment. The County is also receiving funds specific to operating their downward departure grant program for the same purposes and goals.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must submit to CJC annual victim services reports on July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system and contain all the requested data.

1. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spent during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.
2. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.
3. CJC Annual Victim Services Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in providing services to victims of crime during the twelve-month period preceding the report date.