

POLK COUNTY BOARD OF COMMISSIONERS

DATE: October 29, 2025
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

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

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on November 3, 2025 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes. We encourage all community members to engage with public comments to the Board of Commissioners. However, out of respect for our audience and a general sense of decorum please refrain from vulgar, threatening or inappropriate language.)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM October 22, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**

CONSENT CALENDAR

- a) Polk County Contract No. 25-185, Criminal Justice Commission, (Jodi Merritt, Community Corrections Director)
- b) Polk County Order No. 25-12, Fair Board Appointment (Nicole Pineda, Executive Assistant to the BOC)
- c) Polk County Contract No. 25-198, Klamath County (Rosana Warren Rivera, Public Health)
- d) Polk County Contact No. 25-200, Salem Health West Valley (Rosana Warren Rivera, Public Health)

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

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

APPEARANCE OF INTERESTED CITIZENS

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

PUBLIC HEARING FORMAT
Land Use

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

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES October 22, 2025

1. CALL TO ORDER & ATTENDANCE

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

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

2. ANNOUNCEMENTS

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

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 15, 2025

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE MINUTES OF October 15, 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. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admins Services Director, is recommending the reclassification of an employee from a Health Service Supervisor III to a Health Services Supervisor IV. Should the reclassification be approved, it would be effective October 1, 2025 and have an approximate impact on the FY25-26 budget of \$8,600 including PERS contributions should it be for 12 months. Commissioner Pope asked if he knew the savings for this reclass and Mr. Hawkins answered him. Commissioner Pope asked how many other IV

positions they have over there and Mr. Hawkins answered him. Commissioner Pope stated he would like to hear more about the reorganization that has occurred over in Behavioral Health and Mr. Hawkins responded to him.

APPROVED BY CONSENSUS OF THE BOARD.

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

- a) Polk County Contract No. 25-183, 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)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:12 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



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.



INTEROFFICE MEMORANDUM

POLK COUNTY COURTHOUSE

TO: Board of Commissioners
FROM: Nicole Pineda, Executive Assistant
DATE: 10/29/2025
SUBJECT: Fair Board Appointment

RECOMMENDATION:

That the BOC adopt Order 25-12 appointing Marcus Walker to position 7 on the Fair Board.

ISSUE:

Should Polk County adopt Order 25-12?

BACKGROUND:

The Polk County Board of Commissioners is tasked with appointing members to the Fair Board. Marcus Walker has applied to serve on the Fair Board and has been recommended to the Board by the Fair Board Chair.

ALTERNATIVES:

- (1) Adopt Order 25-12
- (2) Do not appoint Marcus Walker

FISCAL IMPACT:

None.

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6 BEFORE THE BOARD OF COMMISSIONERS FOR
7 POLK COUNTY, OREGON
8
9

10 In the Matter of Appointing)
11 Members to the)
12 Polk County Fair Board)
13

14 **ORDER NO. 25-12**
15

16 WHEREAS, the Polk County Board of Commissioners, pursuant to ORS 565.210 have the
17 authority to appoint a Fair Board to oversee the operations of the Polk County Fair; and
18

19 WHEREAS, the Statutes which govern operation of the Polk County Fair Board allow for
20 appointment of Members to three (3) year terms; and
21

22 WHEREAS, the Polk County Commissioners have sought out qualified individuals to serve
23 on the Fair Board for the Polk County Fair;
24

25 **NOW THEREFORE, THE POLK COUNTY THE POLK COUNTY BOARD OF**
26 **COMMISSIONERS HEREBY ORDERS THAT:**
27

28 Marcus Walker is appointed to the Polk County Fair Board. Term of appointment is
29 through December 31, 2028.
30

31 Dated this 29th day of October, 2025, at Dallas, Oregon.
32

33 BOARD OF COMMISSIONERS
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36 _____
37 Craig Pope, Chair
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41 Approved as to Form:
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43

40 _____
41 Lyle Mordhorst, Commissioner
42
43

44 _____
45 Morgan Smith
46 County Counsel

40 _____
41 Jeremy Gordon, Commissioner
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43



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: October 29, 2025
Contractor Name: Klamath County
Address: 3314 Vandenberg Road
City, State, Zip: Klamath Falls, OR 97603
Effective Dates - From: October 01, 2025 Through: June 30, 2027
Contract Amount: \$42,241.90

Background:

Klamath County has agreed to provide Epidemiology services to referred Polk County Public Health individuals. Epidemiology Services are required by the Oregon Health Authority for Communicable Disease program clients.

Discussion:

This Agreement with Klamath County is for the provision of epidemiology services for our CD program, as part of a tri-county collaboration with Klamath and Wheeler County to share an epidemiologist. Anticipated service hours are 0.2 FTE.

Fiscal Impact:

The cost of this Agreement is \$20,605.80 for FY 2026 and \$21,636.10 for FY 2027 for a total amount of \$42,241.90. The Public Health Services budget has sufficient expenditure authority to accommodate this Agreement and the Public Health budget was prepared in anticipation of it.

Recommendation:

It is recommended that Polk County sign this Agreement with Klamath County.

Copies of signed contract should be sent to the following:

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
KLAMATH COUNTY

And

POLK COUNTY

This Agreement is made and entered into by and between Klamath County, a political subdivision of the State of Oregon, hereinafter referred to as "Klamath", and Polk County, a political subdivision of the State of Oregon, hereinafter referred to as "Polk", collectively the "Parties."

WITNESSETH:

WHEREAS, pursuant to ORS 190.003 through 190.110, Klamath and Polk are authorized to enter into an Intergovernmental Agreement for the performance of any or all functions which a party to the Agreement has the authority to perform; and

WHEREAS, both Klamath and Polk find it beneficial to enter into this Agreement in order for the parties to have access to the foundational capability of assessment and epidemiology by sharing the services of a regional epidemiologist to be employed and supervised by Klamath County;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. TERM AND TERMINATION

- 1.1. This Agreement shall be effective for the period of October 1, 2025 through June 30, 2027 unless sooner terminated or extended as provided herein.
- 1.2. This agreement may be terminated by mutual consent of both parties at any time or by either party upon 60 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.
- 1.3. Polk may terminate this agreement effective upon delivery of written notice to Klamath or at such later date as may be established under any of the following conditions:
 - 1.3.1. 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.
 - 1.3.2. 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.

- 1.3.3. If any license, certificate, or insurance required by law or regulation to be held by either party to provide the services required by this agreement is for any reason denied, revoked or not renewed.
 - 1.3.4. If Klamath fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - 1.3.5. If Klamath fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from Polk, fails to correct such failure(s) within ten (10) days or such longer period as the parties may authorize.
 - 1.4. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
2. STATEMENT OF WORK
- 2.1. Klamath agrees to:
 - 2.1.1. Provide one (1) Epidemiologist (EPI) for 8 hours per week (0.2 FTE) for Polk County Public Health programs with a schedule approved by the Parties.
 - 2.1.2. Contact designated Polk point of contact if EPI is unable to provide services on specified day(s) as soon as absence is known.
 - 2.1.3. Provide consultation, training and orientation to EPI and assure EPI attendance of all necessary regional training and meetings in person or by phone.
 - 2.1.4. Provide all services and documentation to meet contract, administrative rule and billing requirements, in accordance with Oregon Health Authority.
 - 2.2. Polk agrees to:
 - 2.2.1. Provide orientation to EPI of Polk policies and procedures.
 - 2.2.2. Keep Klamath point of contact informed of EPI performance and any other requested needs or ideas.
 - 2.2.3. Provide a Polk office work station with computer access for EPI services as appropriate.
 - 2.3. Both Parties agree to meet at a minimum once per year to provide case review, care coordination, address concerns or complaints, issues and/or gaps in services, which may have occurred, as well as other related discussions as deemed appropriate and as needed.

- 2.4. Both Parties agree that changes to EPI service capacity will be mutually agreed upon by both Parties in writing.

3. FUNDING AND PAYMENT

- 3.1. Polk shall pay Klamath a flat fee of \$5,151.45 per quarter for 0.2 FTE Epidemiology services. This quarterly amount will increase 5% to \$5,409.03 on July 1, 2026. Annual cost is \$20,605.80 (FY 26) and \$21,636.10 (FY 27).
- 3.2. Polk agrees to reimburse Klamath at the rate per mile set forth by the Federal Standard Mileage Rate (FSMR) for privately owned or county vehicle mileage incurred by travel from portal to portal for services rendered.
- 3.3. Polk further agrees to pay Klamath at the rate of \$49.53 per hour for EPI services, paid on a per occurrence basis to the nearest quarter hour in excess of the agreed upon 0.2 FTE. Rate is subject to a 5% increase effective July 01, 2026 to \$52.00 per hour.
- 3.4. Klamath shall accept payment from Polk as full and total payment for EPI services provided.
- 3.5. Klamath shall submit a quarterly invoice to Polk by the 10th of the month following the closing of quarter to, Attn: Accounts Payable, Polk County, 182 SW Academy Street, Suite 220, Dallas, OR 97338-1922, Email: hs.fiscal@co.polk.or.us. Polk to remit payment to Klamath upon 30 days of receipt of invoice to 3314 Vandenberg Rd, Klamath Falls, OR 97603, Email correspondence can be sent to kcph@klamathcounty.org.

4. DELEGATION AND REPORTS

Neither Polk nor Klamath shall delegate the responsibility for providing services hereunder to any other individual or agency without the written consent of the other party. Each party shall provide the other with periodic reports at the frequency and with the information prescribed to be reported by either party.

5. ASSIGNMENT

Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.

6. BINDING EFFECT

The terms of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.

7. AGENCY AND PARTNERSHIP

- 7.1. It is agreed by and between the parties that Klamath, upon request, is carrying out a function on behalf of Polk, and the requesting agency has the right of direction or

control of the manner in which Klamath delivers services under this Agreement and exercises control over the activities of the epidemiologist when providing agreed upon services. The EPI will at all times be an employee of Klamath. Klamath will be responsible for all payroll taxes, employee benefits and workers' compensation.

- 7.2. Neither party is, by virtue of this Agreement, a partner or joint venture with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

8. INDEMNIFICATION

- 8.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Polk shall defend, save, hold harmless and indemnify Klamath and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Polk or its officers, employees, contractors, or agents under this Agreement.
- 8.2. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Klamath shall defend, save, hold harmless and indemnify Polk and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Klamath or its officers, employees, contractors, or agents under this Agreement.
- 8.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party shall be liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

9. NON-DISCRIMINATION

Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

10. ATTORNEY FEES

In the event an action, lawsuit or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

11. NO WAIVER OF CLAIMS

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

12. SEVERABILITY

Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

13. HEADINGS

The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

14. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

15. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

16. 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.epls.gov.

17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Business Associate Agreement Provisions 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.

18. ENTIRE AGREEMENT

- 18.1. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.
- 18.2. This Agreement may not be modified or amended except by a writing signed by both parties.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

Approved:

KLAMATH COUNTY BOARD OF
COMMISSIONERS

Commission Chair

Date _____

Commissioner

Date _____

Commissioner

Date _____

Approved:

POLK COUNTY

Board of Commissioners Chair

Date: _____

Approved as to form

County Counsel

Date: _____

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT
Between
POLK COUNTY and KLAMATH COUNTY

1. DEFINITIONS:

Except as otherwise defined in this *Business Associate Agreement* (BA Agreement), any and all italicized terms herein shall have the same definition as those in the HIPAA Privacy Rule.¹ Henceforth, Polk County, a political subdivision of the State of Oregon, shall be referred to as “POLK” and Klamath County, a political subdivision of the State of Oregon, shall be referred to as “KLAMATH”.

2. OBLIGATIONS AND ACTIVITIES OF KLAMATH:

- 2.1. KLAMATH agrees to not use or disclose *Protected Health Information* other than as permitted or required by this BA Agreement or as permitted or required by law.
- 2.2. KLAMATH agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this BA Agreement.
- 2.3. KLAMATH agrees to mitigate, to the extent practicable, any harmful effect that is known to KLAMATH of a use or disclosure of Protected Health Information by KLAMATH in violation of the requirements of this BA Agreement.
- 2.4. KLAMATH agrees to report to POLK any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware.
- 2.5. KLAMATH agrees to ensure that any agent, including a subcontractor, to whom it provide Protected Health Information received from, or created or received by, KLAMATH on behalf of POLK agrees to the same restrictions and conditions that apply through this BA Agreement to KLAMATH with respect to such information.
- 2.6. In the event that it is found to be applicable, KLAMATH agrees to provide access, at the request of POLK, and in the time and manner necessary for reasonable compliance, to Protected Health Information in a *Designated Record Set* to POLK or, as directed by POLK, to an *Individual* in order to meet the requirements under 45 CFR § 164.524.
- 2.7. In the event that it is found to be applicable, KLAMATH agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that POLK directs or agrees to pursuant to 45 CFR § 164.526 at the request of KLAMATH, or an Individual, and in the time and manner necessary for reasonable compliance.

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

- 2.8. KLAMATH agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by KLAMATH on behalf of the POLK available to POLK or to the *Secretary of the Department of Health and Human Services*, in a time and manner agreed between POLK and KLAMATH or designated by the Secretary, for purposes of the Secretary determining POLK's compliance with the Privacy Rule.
 - 2.9. KLAMATH agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for POLK to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
 - 2.10. KLAMATH agrees to provide to POLK or an Individual, in the time and manner necessary for reasonable compliance, information collected in accordance with section 2.1 of this BA Agreement, to permit POLK to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
3. PERMITTED USES AND DISCLOSURES BY KLAMATH:

Except as otherwise limited in this BA Agreement, KLAMATH may use or disclose Protected Health Information to perform certain health plan functions for or on behalf of POLK as specified in the Agreement and in this BA Agreement provided that such use or disclosure would not violate the Privacy Rule if done by POLK or the minimum necessary policies and procedures of POLK.
4. OBLIGATIONS OF POLK:
 - 4.1. POLK shall notify KLAMATH of any limitation(s) in the *Notice of Privacy Practices* of POLK in accordance with 45 CFR § 164.520, to the extent that such limitation may affect KLAMATH'S use or disclosure of Protected Health Information.
 - 4.2. POLK shall notify KLAMATH 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 KLAMATH'S use or disclosure of Protected Health Information.
 - 4.3. POLK shall notify KLAMATH of any restriction to the use or disclosure of Protected Health Information that POLK has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect KLAMATH'S use or disclosure of Protected Health Information.
5. PERMISSIBLE REQUESTS BY THE POLK:

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

6. TERM AND TERMINATION:

- 6.1. Term. This BA Agreement shall be effective as of October 01, 2025, and shall terminate when all of the Protected Health Information provided by POLK to KLAMATH, or created or received by KLAMATH on behalf of POLK, is destroyed or returned to POLK, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2. Termination for Cause. Upon POLK's knowledge of a material breach by KLAMATH, POLK shall either:
 - 6.2.1. Provide an opportunity for KLAMATH to cure the breach without the intervention of POLK within the timeline specified in the Agreement; or
 - 6.2.2. Provide an opportunity for KLAMATH to terminate this BA Agreement and the Agreement within the timeline specified in Agreement. At the direction of its Board of Commissioners, POLK may terminate this BA Agreement and the Agreement as permitted in Agreement if KLAMATH has not cured the breach upon conclusion of the technical assistance and corrective action described in paragraph (1.) of this section; or
 - 6.2.3. If neither termination nor cure is feasible, the POLK shall report the violation to the Secretary.
- 6.3. Effect of Termination.
 - 6.3.1. Except as provided in paragraph (2.) of this section, upon termination of this BA Agreement, for any reason, KLAMATH shall return or destroy all Protected Health Information received from POLK, or created or received by KLAMATH on behalf of the POLK. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of KLAMATH. KLAMATH shall retain no copies of the Protected Health Information.
 - 6.3.2. In the event that KLAMATH determines that returning or destroying the Protected Health Information is infeasible, KLAMATH shall provide to POLK written notification of the conditions that make return or destruction infeasible. Upon written acknowledgement by POLK that the return or destruction of Protected Health Information is infeasible, KLAMATH shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as KLAMATH maintains such Protected Health Information.

7. MISCELLANEOUS:

- 7.1. Regulatory References. References in this BA Agreement to the Privacy Rule or any section of the Privacy Rule means the Privacy Rule or section as in effect or as amended.

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

8. SECURITY RULE BUSINESS ASSOCIATE AGREEMENT LANGUAGE:

- 8.1. Background Requirement: The POLK, in accordance with § 164.306 and § 164.308 (b), may permit the KLAMATH to create, receive, maintain, or transmit Electronic Protected Health Information on the POLK'S behalf only if the POLK obtains satisfactory assurances, in accordance with § 164.314(a) that the KLAMATH will appropriately safeguard the information. The POLK must document the satisfactory assurances through a written contract or other arrangement with the KLAMATH.
- 8.2. Part I. Security Assurances: The KLAMATH will Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the POLK as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164);
 - 8.2.1. Ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
 - 8.2.2. Report to the POLK any security incident of which it becomes aware.
 - 8.2.3. Authorize termination of the contract by the POLK, if the POLK determines that the business associate has violated a material term of the contract.
- 8.3. Part II. Other arrangements: When the POLK and the KLAMATH are both governmental entities, the POLK is in compliance with the requirements if:
 - 8.3.1. It enters into a memorandum of understanding with the KLAMATH that contains terms that accomplish the objectives of Part I.; or
 - 8.3.2. Other law (including regulations adopted by the POLK or the KLAMATH) contains requirements applicable to the KLAMATH that accomplish the objectives of Part I.

- 8.4. If the KLAMATH is required by law to perform a function or activity on behalf of the POLK or to provide a service described in the definition of KLAMATH as specified in § 160.103 of the regulation to the POLK, the POLK may permit the KLAMATH to create, receive, maintain, or transmit Electronic Protected Health Information on its behalf to the extent necessary to comply with the legal mandate without meeting the requirements of Part I., although the POLK will attempt in good faith to obtain satisfactory assurances as required by Part I. (A), and will document the attempt and the reasons that these assurances cannot be obtained, if not obtained.

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

KLAMATH COUNTY

POLK COUNTY

Authorized Signer

Date

Craig Pope
Board of Commissioners Chair

Date

APPROVED AS TO FORM

Morgan Smith
County Counsel

Date



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: October 29, 2025
Contractor Name: Salem Health West Valley
Address: 525 SE Washington Street
City, State, Zip: Dallas, OR 97338
Effective Dates - From: October 01, 2025 Through: June 30, 2026
Contract Amount: \$48,750.00

Background:

Salem Health West Valley (SHWV) has agreed to provide health services to Polk County residents at the Central Health and Wellness Center, which is also a State Certified School Based Health Center (SBHC). Polk County through its contract with the State of Oregon is required to provide School Based Health Center services as outlined in Program Element 44.

Discussion:

This is the renewal agreement with SHWV for the continuation of School Based Health services they have been providing throughout the years.

Fiscal Impact:

The total for this Agreement is \$48,750 with remittance as \$16,250 per quarter for FY26. The Public Health budget has sufficient expenditure authority to accommodate this contract and was prepared in anticipation of this agreement.

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
DATE ISSUED:	AUGUST 11, 2025
CONTRACTOR	SALEM HEALTH WEST VALLEY 525 SE WASHINGTON STREET DALLAS, OR 97338-2834 ID#: 43-1960221
CONTACT PERSON:	KATHERINE AZORR
SERVICES PROVIDED:	To provide School Based Health Center medical services for students presenting at the Central Health and Wellness Center as outlined in Section 5.
EFFECTIVE DATES:	FROM OCTOBER 01, 2025 THROUGH JUNE 30, 2026
BUDGET LINE #:	235-8550-525-PH44-01
DOLLAR AMOUNT:	\$48,750.00
TERMS:	\$16,250.00 per quarter as outlined in 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 act as the medical sponsor to the Central Health and Wellness Center, a State certified School Based Health Center (SBHC), which includes the provision of School Based Health Center services as outlined in Program Element #44 of COUNTY's State Contract. These services are further described in Section 5.

3. TERM AND TERMINATION.

- 3.1 This Agreement shall be effective for the period of October 01, 2025 through June 30, 2026 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 a maximum amount of forty-eight thousand, seven hundred fifty dollars (\$48,750.00) payable in quarterly installment amounts of sixteen thousand two hundred fifty dollars (\$16,250.00) upon receipt of an invoice by COUNTY.
- 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 12 of this Agreement.
- 4.3 It is agreed that HOSPITAL shall accept payment from COUNTY as full and total payment for SBHC services provided. HOSPITAL shall not bill any patients (or their insurance) served under this Agreement for services delivered hereunder.
- 4.4 HOSPITAL shall submit invoices as outlined in Section 4.1 on a quarterly basis to COUNTY, either electronically to hs.fiscal@co.polk.or.us or by mail to Polk County Health Services Business Services Department, 182 SW Academy Street, Suite 204, Dallas, Oregon 97338. COUNTY shall remit payment within 2-3 weeks of receipt of invoice.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT.

COUNTY and HOSPITAL are parties to several agreements, which ultimately operate and govern the operations of the Central Health & Wellness Center, as a State certified School Based Health Center (SBHC). Pursuant to those agreements, HOSPITAL agrees to act as the medical sponsor and to perform School Based Health Center services, specifically outlined in Exhibit B to this contract and incorporated herein, excluding the service delivery of the Mental Health Grant on behalf of the COUNTY as the Local Public Health Authority. COUNTY agrees to provide data to HOSPITAL pertaining to the delivery of Mental Health Grant for the purpose of reporting to the State.

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 terms 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

Amie Wittenberg
VP Clinical Operations
Salem Health Hospitals & Clinics
890 Oak Street SE
Salem, OR 97301

With a copy to:
John Bauer
Chief Legal Officer
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.

PARTIES shall keep confidential all patient records and information and shall not disclose any information concerning services performed at SBHC other than to authorized members of the Medical Staff and its representatives, licensing boards, the Joint Commission on Accreditation of Healthcare Organizations, third party payers with written consent of the other party or duly authorized court orders or proceedings.

14. CONFIDENTIAL 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 there under, but not otherwise, the PARTIES do hereby assure that each party will appropriately safeguard protected health information made available or obtained. 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, HOSPITAL shall make available, upon written request from COUNTY, to the Oregon Health Authority, or any other duly authorized agent or representative of such agency, this Agreement, HOSPITAL'S books, documents and records. HOSPITAL 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 HOSPITAL is requested to disclose books, documents or records pursuant to this section for any purpose, HOSPITAL shall notify COUNTY of the nature and scope of such request.

15.2 If HOSPITAL 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 Oregon Health Authority, or upon request by the COUNTY, 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 Contract Provisions 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.

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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.

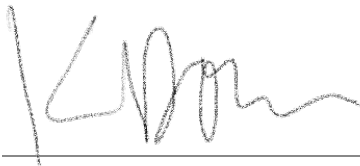
HOSPITAL SIGNATURE



10/24/25

James Parr
Executive Vice President of Operations & Chief Financial Officer

Date



October 17, 2025

Katherine Dobler, MBA
Vice President, Salem Health Medical Group

Date

COUNTY SIGNATURE

Craig Pope
Board of Commissioners Chair

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 WEST VALLEY**, a public benefit corporation organized under the laws of Oregon, on behalf of Affiliated Covered Entity described below and **POLK COUNTY**, a political subdivision of the State of Oregon.

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, 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 (vendor name).
- (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: J Parr

NAME: James Parr

TITLE: Exec. VP of Ops & CFO

DATE: 10-24-25

POLK COUNTY

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT B
PROGRAM REQUIREMENTS

SCHOOL BASED HEALTH CENTERS (SBHC)

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent Health, Screen Wise & Reproductive Health.

- 1. Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2022 Oregon Healthy Survey, about 39% of both 8th and 11th graders said they had not seen a doctor or nurse for a check-up in the past year. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the effective date section of this Agreement unless otherwise noted.

2. Definitions Specific to School-Based Health Centers.

- a. Biennium:** July 1 to June 30 of the specified years as set forth on the first page of this Agreement.
- b. Culturally and Linguistically Responsive Services:** means the provision of effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.
- c. School- Based Health Center ("SBHC"):** has the meaning given the term in ORS 413.225
- d. SBHC Standards for Certification:** In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at: <https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

- 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon's Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct Services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
SBHC Standards for Certification Compliance	X	X		X	*	X	X	X	X	X		
Reserved												
Reserved												

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

Not applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements. By accepting and using the funds under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- Use funds-provided under this Agreement for SBHC Services only to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- Deliver all SBHC Services in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- The SBHC Standards for Certification, Version 4 including administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.
- Provide oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.

e. Assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.

f. *Reserved.*

g. *Reserved.*

h. *Reserved.*

5. *Reserved.*

6. Reporting Requirements:

a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).

b. LPHA must submit annual SBHC financial data via the SPO's online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1 – June 30).

c. LPHA must submit annual hours of operation and staffing via the SPO's online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year.

d. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <https://www.sbh4all.org/>

e. *Reserved.*

f. *Reserved.*

g. *Reserved.*

7. Performance Measures.

Not applicable