



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, October 14, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PRESENTATION

COMMUNITY AND ECONOMIC DEVELOPMENT

1. Marion County Dog Services and volunteer opportunities. –Lauren Thielke

CONSENT

BOARD OF COMMISSIONERS

Board Appointment – Materials Management Advisory Council

2. Approve an order appointing Jan Kailuweit as the Marion County Citizen – Urban representative to the Marion County Materials Management Advisory Council (MMAC) with a term ending September 30, 2030.

HEALTH AND HUMAN SERVICES

3. Approve Amendment #2 to the incoming funds Intergovernmental Agreement (IGA) with the Oregon Health Authority (OHA) to update IGA language and add \$136,748.32 for Fund #804, Mental Health General Fund (MHGF) for Aid and Assist, and new Fund #820, Civil Commitment for a new IGA total of \$24,808,435.83, and redirect already allocated funding from Fund #806, Mental Health New Investment to Fund #804 Mental Health General Fund (MHGF) with no change to the ending term date of June 30, 2027.

LEGAL COUNSEL

4. Approve an order for the buy-out of nine tax foreclosed properties for specified amounts as referenced in "Exhibit A", and delegate authority to the Chief Administrative Officer (CAO) to execute the necessary documents and provide the required funds to execute the acquisition of the properties.

5. Approve an order to adopt revised Marion County Administrative Policy #801 and Administrative Procedure #801-A, Scheduling and Use of Marion County Facilities; and adopt new forms #801-F1, Facility Use Request; #801-F2, Facility Use Review and Approval Checklist; #801-F3, Risk and Insurance Review; #801-F4, After Hours Use Authorization; #801-F5, Facility Post-Use Inspection and Closeout; #801-F6, Facility Decision / Exception Record; and #801-F7, Facility Use Incident / Violation Report.

SHERIFF'S OFFICE

6. Approve the incoming funds Contract for Services with Summit Food Service, LLC, in the estimated amount of \$500,000 for the provision of commissary goods and related services for Adults in Custody (AICs) at the Marion County Jail with a contract ending term date of June 30, 2029.

ACTION

PUBLIC WORKS

7. Consider approval of the Construction Project Delivery Agreement between Marion County and the City of Mill City to establish the terms and conditions under which the County shall design, permit, construct, commission, and transfer ownership of the proposed Mill City and Gates Wastewater Treatment Facility located at 49400 Fairview Street in Mill City, and the City shall receive and accept ownership of the facility with an agreement ending term date of December 31, 2028. –Brian Nicholas

PUBLIC HEARINGS **Starting no earlier than 9:00 a.m.**

None.

Members of the public may submit written testimony by email to PublicHearings@co.marion.or.us For agenda items where in-person testimony is allowed, the public may sign up to provide testimony by telephone by emailing PublicHearings@co.marion.or.us at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: www.co.marion.or.us



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 14, 2026

Department: Community and Economic Development

Title: Marion County Dog Services: Supporting Dogs, Strengthening Communities

Management Update/Work Session Date: Work Session August 11, 2026 Audio/Visual aids ☒

Time Required: 15 minutes Contact: Brian Smith Phone: 503-588-5234

Requested Action: Receive a presentation regarding the services provided by Marion County Dog Services and opportunities to volunteer.

Issue, Description & Background: Marion County Dog Services has developed a presentation highlighting the services provided by the shelter, its impact on the community, and opportunities for community members to become involved through volunteer service.
At the August 11, 2026 Work Session, the Board reviewed the draft presentation, supported bringing it forward to a future Board Session, and directed staff to bring an adoptable dog as part of the presentation.

Financial Impacts: There are no financial impacts associated with receiving this presentation. Any staff time related to preparing for and participating in the presentation is included within the existing Dog Services budget.

Impacts to Department & External Agencies: Increased public awareness of Dog Services programs and opportunities for members of the public to become involved with the Dog Shelter's volunteer program.

List of attachments: Powerpoint presentation

Presenter: Lauren Thielke

Department Head Signature: Kelli Wase

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Marion County Dog Services (MCDS)

SUPPORTING DOGS, STRENGTHENING COMMUNITIES

Mission

- ▶ To serve and protect dogs and communities throughout Marion County. The team at MCDS serves the community by:
 - ▶ Helping keep neighborhoods safe by responding to dogs running at large and dangerous dog incidents
 - ▶ Ensuring lost and stray dogs receive care while they await reunification with their families or adoption
 - ▶ Equipping residents with dog care knowledge that improves animal welfare and strengthens the community.



Dog Control

- ▶ Reducing dogs running at large to improve neighborhood safety and protect pets, people, and property.
- ▶ Preventing dog bites through responsible ownership, education, and community outreach.
- ▶ Protecting livestock by promoting responsible dog management and reducing conflicts between pets and agricultural communities.
- ▶ Addressing licensing compliance to reunite lost pets with their families, support public safety, and strengthen community animal services.



Dog Shelter

- ▶ Intakes all lost & stray dogs of Marion County
 - ▶ Over 50% of incoming dogs are returned to owners
 - ▶ Enhancing community welfare by providing timely medical care and support for vulnerable animals
 - ▶ Helping animals find safe, loving homes while creating lasting connections within the community
 - ▶ Building collaborative relationships with rescue partners to create pathways for dogs to find safe, loving homes while maintaining resources for incoming stray animals
 - ▶ Maintains a food pantry to help families keep their pets during times of financial hardship



Volunteer Program

- ▶ Many roles to choose from!
 - ▶ Dog Walker
 - ▶ Provides exercise, enrichment, and socialization that improves the health and well-being of shelter dogs
 - ▶ Shelter Assistant
 - ▶ Supports daily operations that ensure animals receive compassionate care in a safe, welcoming environment
 - ▶ Foster
 - ▶ Creates temporary homes that provide comfort, stability, and lifesaving opportunities for animals in transition
 - ▶ Clinical Assistant
 - ▶ Supports veterinary care to improve animal health and prepare dogs for successful placement in adoptive homes
 - ▶ Event Assistant
 - ▶ Engages the community through events that promote animal welfare, humane education, and the human-animal bond



More Than a Shelter: Be Part of the Mission

- ▶ Join our volunteer team!
 - ▶ Online application at mcdogs.net
 - ▶ Tour & orientation
 - ▶ Program-specific training
 - ▶ Help us create healthier, happier outcomes for dogs while making the community a more compassionate place!



Questions?

Lauren Thielke

LThielke@co.marion.or.us



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/14/2026

Department: Public Works

Title: Appointment to the Materials Management Advisory Council

Management Update/Work Session Date: BOC/CAO - 10/07/2026 Audio/Visual aids ☐

Time Required: 0 minutes Contact: Brian May Phone: 503-365-3147

Requested Action:

Consider appointment of Jan Kailuweit to represent the Marion County Citizen - Urban position on the Materials Management Advisory Council (MMAC) effective October 14, 2026, and ending on September 30, 2030.

**Issue, Description
& Background:**

The Materials Management Advisory Council (MMAC) advises the Board of Commissioners on policies, programs, and initiatives related to waste reduction, recycling, and sustainable materials management. The council provides community and industry perspectives to help guide decisions that promote resource conservation, environmental protection and effective solid waste management practices within the county. Each member serves a term of four years.

Jan Kailuweit serves as the Implementation and Planning Manager with Oregon Department of Transportation and is a citizen of Salem.

Financial Impacts:

N/A

**Impacts to Department
& External Agencies:**

N/A

List of attachments:

Board Order, Application, MMAC Roster

Presenter:

Brian May

**Department Head
Signature:**

BNicholas

Digitally signed by BNicholas
Date: 2026.10.07 11:59:26 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of the appointment of)
Jan Kailuweit to the Materials) Department of Public Works
Management Advisory Council)

O R D E R #: _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting of October 14, 2026, to appoint Jan Kailuweit to the Marion County Materials Management Advisory Council with a term beginning October 14, 2026, and ending on September 30, 2030.

IT APPEARING that the Board of Commissioners has established the Materials Management Advisory Council.

IT FURTHER APPEARING that in the planning, coordination, and implementation of a materials management system, the Board may give consideration to the concerns of interested citizen and representatives of affected communities, agencies, and organizations. After due consideration, the Board hereby enters the following order:

IT IS HEREBY ORDERED that the Board appoint Jan Kailuweit to the Marion County Materials Management Advisory Council as the Marion County Citizen – Urban representative.

This appointment shall be for a term beginning October 14, 2026 and ending on September 30, 2030. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 14th day of October, 2026.

MARION COUNTY
BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



Advisory Board Application

Applicant's Name: **Mr. Jan Kailuweit**

Adv. Board: **Materials Management Adv. Council**

MMAC Position: **Not clear on application; Current vacancy for the At-Large Urban Position previously filled by Ken Hector.**

City of Residence: **Salem** Zip Code: **97301**

Occupation: **Implementation & Planning Manager, Oregon Department of Transportation**

Application Rcd: **09/22/2026**

Has this applicant served as an appointed volunteer for Marion County before? **Yes. Mr. Kailuweit served on the 2017 and 2018 Marion County Compensation Board.**

The reason I am applying:

I moved to the US in 1999 and became a citizen in 2004. I'd like to give back to the country that has welcomed me and allowed me to build a great life.

More about my personal and professional interests:

I believe if everybody volunteered in their community, the world would be a better place.

Tell us more about your community involvement:

I previously served on the City of Salem's Grant Neighborhood Association Board (vice-chair), Salem Public Library Advisory Board (member), City of Salem Budget Committee (vice chair, chair).

I currently also serve on the State of Oregon's Capital Planning Commission.

Previous board service at Marion County:

Compensation Board

Qualifications and Skills:

20+ years as a public employee (Dept. of Revenue, Employment Dept., Dept. of Transportation); Masters degree in Management.

References:

Sara Keck, Coworker

Diane Dufresne, Personal Reference

Signature

Agreement Statement:

I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.



I Agree *

MARION COUNTY
MATERIALS MANAGEMENT ADVISORY COUNCIL
Roster

Council Member	Position	Term End Date
Voting Members		
Kevin Cameron	Marion County – Elected Official, Chair	01/14/2030
Daniel Kohler	City of Keizer – Elected Official	07/31/2029
Jenny Ammon	City of Keizer – Staff	07/31/2029
Linda Nishioka	City of Salem – Elected Official	07/31/2029
Melissa Wood	City of Salem – Staff	08/31/2030
Frank Lonergan	City of Woodburn – Elected Official, Vice-Chair	07/31/2029
Jim Row	City of Woodburn – Staff	07/31/2029
Walter Wick	City of Aumsville – Elected Official	07/31/2029
Marie Traeger	City of Silverton – Elected Official	08/31/2029
Stephen Sims	City of Stayton – Elected Official	08/31/2030
Brian Asher	City of Aurora – Elected Official	07/31/2029
Walter Perry	City of Jefferson – Elected Official	07/31/2029
<i>Vacant</i>	Marion County Citizen – Urban	-
Michele Tesdal	Marion County Citizen – Rural	10/29/2029
Treva Gambs	Food Service/Grocery Industry	07/31/2029
Duane West	Home Builders Association	07/31/2029
Non-Voting Members		
Shane Kuenzi	Materials Management Industry	07/31/2029
Mark Lowery	Community Organization	03/25/2030
Sarah Steen	Recycling Industry	04/08/2030

County Contacts			
Name	Title	Phone	Email
Brian May	ES Division Manager	(503) 365-3147	BMay@co.marion.or.us
Cory Swartwout	ES Program Supervisor	(503) 566-4160	CSwartwout@co.marion.or.us
Whitney Ned	Office Specialist	(503) 566-4153	WNed@co.marion.or.us
Kevin Cameron	Marion County Commissioner	(503) 588-5212	KCameron@co.marion.or.us
Danielle Bethell	Marion County Commissioner	(503) 588-5212	DBethell@co.marion.or.us
Colm Willis	Marion County Commissioner	(503) 588-5212	CWillis@co.marion.or.us



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/14/26

Department: Health & Human Services

Title: Community Mental Health Programs (CMHP)

Management Update/Work Session Date: 9/29/26 Audio/Visual aids ☐

Time Required: 10 Contact: Kristina Ballow Phone: 503-588-5409

Requested Action:

Approve Amendment No. 2 to the CFAA to award and reallocate specified mental health funds and update agreement language as outlined.

**Issue, Description
& Background:**

Intergovernmental Agreement for the Financing of Community Mental Health Programs (CMHP). PO-44300-00054297.

Amendment 2 - award funding for Aid & Assist Fund 804 and award funding for new Fund 820 while moving funds from 806 to 804 and also incorporating language changes to the base CFAA agreement.

Financial Impacts:

Health and Human Services anticipates no financial impact to other departments.

**Impacts to Department
& External Agencies:**

NA

List of attachments:

Amendment 2, Amendment 1, Original

Presenter:

Troy Gregg/Debbie Wells

**Department Head
Signature:**

Troy Gregg
Troy Gregg (Sep 23, 2026 11:40:38 PDT)

Contract Review Sheet

Intergovernmental Agreement

HE-6706-26 - Am2

Title: Community Mental Health Programs (CMHP)

Contractor's Name: Oregon Health Authority

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Sandra Fixsen

Phone #: (503) 588-5409

Term - Date From: January 1, 2026

Expires: June 30, 2027

Original Contract Amount: \$ 23,827,481.04

Previous Amendments Amount: \$ 844,206.47

Current Amendment: \$ 136,748.32

New Contract Total: \$ 24,808,435.83

Amd% 4%

Incoming Funds



Federal Funds



Reinstatement



Retroactive



Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Description of Services or Grant Award

Intergovernmental Agreement for the Financing of Community Mental Health Programs (CMHP). PO-44300-00054297

Amendment 2 - award funding for Aid & Assist Fund 804 and award funding for new Fund 820 while moving funds from 806 to Fund 804 and also incorporating language changes to the base CFAA agreement.

Desired BOC Session Date: 10/14/2026

Contract should be in DocuSign by: 9/23/2026

Agenda Planning Date: 10/1/2026

Printed packets due in Finance: 9/29/2026

Management Update: 9/29/2026

BOC upload / Board Session email: 9/30/2026

BOC Session Presenter(s) Troy Gregg/Debbie Wells

Code: Y

REQUIRED APPROVALS



09/23/2026

Finance - Contracts

Date



Kristina Ballow (Sep 16, 2026 10:43:05 PDT)

09/16/2026

Contract Specialist

Date



09/28/2026

Legal Counsel

Date



Jan Fritz (Sep 28, 2026 09:43:22 PDT)

09/28/2026

Chief Administrative Officer

Date

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AGREEMENT # PO-44300-00054297

SECOND AMENDMENT TO OREGON HEALTH AUTHORITY 2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

This **Second** Amendment to Oregon Health Authority 2026-2027 Intergovernmental Agreement for the Financing of Community Mental Health Programs effective as of January 1, 2026 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Marion County** ("**COUNTY**").

RECITALS

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

AGREEMENT

1. This amendment, when fully executed by every party, shall become effective on October 1, 2026.
2. The Agreement is hereby amended as follows:
 - a. For Services provided on and after the effective date of this amendment, **Exhibit B, "Service Descriptions"** is hereby superseded and restated in its entirety, as set forth in **Exhibit B, "Service Descriptions"**, as set forth in **Attachment 1**, attached hereto and incorporated herein to read as follows: language to be deleted or replaced is ~~struck through~~; new language is in **red and underlined and bold**.

- b. **Exhibit C, Financial Assistance Award “Financial Pages”** is hereby amended as described in **Attachment 2** attached hereto and incorporated herein by this reference. Attachment 2 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
- c. For services provided on and after the effective date of this amendment, **Exhibit D, “General Terms and Conditions”, Section 6 “Provider Monitoring”** is amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **red and underlined and bold**.
- 6. Provider Monitoring.** County shall monitor each Provider’s delivery of = **Services** and promptly report to OHA when County identifies a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
- d. For services provided on and after the effective date of this amendment, **Exhibit G, “Federal Terms and Conditions”**, is hereby superseded and restated in its entirety, as set forth in **Exhibit G, “Federal Terms and Conditions”**, as set forth in **Attachment 3**, attached hereto and incorporated herein to read as follows: language to be deleted or replaced is ~~struck through~~; new language is in **red and underlined and bold**.

The remainder of this page is intentionally blank

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

3. Signatures.

Marion County

By:

See County Signature Page			
_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Via e-mail by AAG Devon Thorson on September 4, 2026; email in agreement file.	
_____	_____
Oregon Department of Justice	Date

**SIGNATURE PAGE FOR
COMMUNITY MENTAL HEALTH PROGRAMS (CMHP) - HE-6706-26
between
MARION COUNTY and OREGON HEALTH AUTHORITY**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature: <u><i>Troy Gregg</i></u> Troy Gregg (Sep 23, 2026 11:40:38 PDT)	09/23/2026
Department Director or designee	Date

Authorized Signature: <u><i>Jan Fritz</i></u> Jan Fritz (Sep 28, 2026 09:43:22 PDT)	09/28/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u><i>Jan Fritz</i></u>	09/28/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u><i>Sandra L. Lisen</i></u>	09/23/2026
Marion County Contracts & Procurement	Date

Attachment 1

2026-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH PROGRAMS

EXHIBIT B SERVICE DESCRIPTIONS

The parties acknowledge and agree that the Financial Assistance provided in this Agreement may not be sufficient to fully provide the Services to all Individuals. Likewise, the parties acknowledge and agree that the Local Plan and Budget, as well as County's CMHP obligations under ORS 430.630, encompass obligations that are not covered by this Agreement. Nothing in this Agreement entitles a third party to enforce its terms.

In addition, OHA acknowledges that County is not a party to the Mink-Bowman litigation. The intention of this Agreement is, consistent with ORS 430.646(1)-(3) and ORS 430.644, to ensure that the Financial Assistance is prioritized for the Service Priorities. In no event will County be required to use funds other than the Financial Assistance to fund the Services in this Exhibit B. Likewise, this Agreement does not create an obligation for County to create residential infrastructure.

County shall provide the Services described in this Exhibit B with the Financial Assistance Award provided by this Agreement, in accordance with the approved Local Plan and corresponding Budget. In providing the Services described in this Exhibit B, County shall follow the Service Priorities identified in Section 2. of this Exhibit B. To the extent that the Service Priorities set forth in Section 2.a. are adequately funded with the Financial Assistance, then, to the extent that Financial Assistance remains available, County shall provide the lower tiered Service Priorities in Section 2. County's compliance with this Exhibit B will be solely determined based on whether: (i) County has an approved Local Plan and Budget; (ii) is in Substantial Compliance with the required metrics for each Core Service Area in consideration of the approved Local Plan and Budget; and (iii) is in Substantial Compliance with the required services section for each Core Service Area in consideration of the approved Local Plan and Budget.

1. **Goals.** The parties agree that the goals of this Agreement are to:
 - a. Provide a coordinated crisis system to all Individuals within the geographic service area of the County(ies).
 - b. Provide individualized services to ensure that people are served in the least restrictive most integrated setting possible allowing Individuals across the lifespan to live as independently as possible.
 - c. Coordinate access to stable housing to prevent Individuals with Behavioral Health Disorders and their families from being unhoused.
 - d. Services address the unique needs of Individuals without regard to race, ethnicity, gender, gender identity, gender presentation, sexual orientation, religion, creed, national origin, age, intellectual and/or developmental disability, IQ score, or physical disability.

- e. Reduce risk of unnecessary emergency department utilization, criminal/legal involvement, and acute psychiatric hospitalizations by providing upstream services.
 - f. Provide a trained, competent and compassionate system for Individuals at risk of involuntary civil or forensic commitment that focuses on diversion these services, when appropriate.
 - g. Engage, and when appropriate, lead in community efforts that decrease deaths by suicide.
 - h. Engage, and when appropriate, lead in community efforts that decrease overdose and overdose deaths.
 - i. Engage, and when appropriate, lead in community efforts that decrease unnecessary criminal/legal involvement for Individuals with Behavioral Health Disorders.
2. **Service Priorities.** The Individuals described under each subsection below are listed in no particular order. County shall be in Substantial Compliance with the required metrics and required services under each Core Service Area in consideration of the approved Local Plan and Budget.
- a. **County shall give first priority in providing Services to each of the following, based on community need:**
 - (1) **Aid & Assist – Individuals who the court:**
 - (a) Has reason to doubt are fit to proceed by reason of incapacity (as defined in [ORS 161.360](#)) under [ORS 161.365](#);
 - (b) Has determined lack the fitness to proceed under [ORS 161.370](#) but has not yet determined what action to take under [ORS 161.370\(2\)\(c\)](#);
 - (c) Has found to lack fitness to proceed under [ORS 161.370](#) and are committed to the custody of the superintendent of the Oregon State Hospital (OSH); or
 - (d) Has determined lack of fitness to proceed under [ORS 161.370](#) and are ordered to engage in community restoration services.
 - (e) Has determined to have no substantial probability of gaining or regaining fitness under [ORS 161.367](#) and who are being discharged to the community.
 - (2) **Psychiatric Security Review Board (PSRB – Individuals who:**
 - (a) Are found guilty except for insanity of a criminal offense under [ORS 161.327](#) or responsible except for insanity under [ORS 419C.529](#); or
 - (b) Are committed as extremely dangerous persons with qualifying mental disorders under [ORS 426.701](#), or recommitted under [ORS 426.702](#).
 - (3) **Civil Commitment - Individuals who:**
 - (a) Are currently committed to OHA for treatment under [ORS 426.130](#) or recommitted to OHA under [ORS 426.307](#);
 - (b) Are diverted through the civil commitment process to voluntary treatment, conditional release, outpatient commitment, and assisted outpatient treatment (AOT) as described in [ORS 426.125](#) through [ORS 426.133](#), or [ORS 426.237](#); or
 - (c) Require emergency hold, custody, or secure transport services under [ORS 426.228](#), [ORS 426.231](#), [ORS 426.232](#) and [ORS](#)

[426.233](#), or are being held on a warrant of detention pending a civil commitment hearing under [ORS 426.070](#).

- b. **Depending on the availability of funds, County shall give second priority in providing Services to Individuals who are 18 years or older, and have a mental illness(es), including co-occurring mental health and Substance Use Disorders, and who as a result of their symptoms from their mental illness:**
 - (1) Have had law enforcement contact that could have resulted in an arrest, citation, booking, criminal charge, or transport to jail, but have instead been referred to County for Services;
 - (2) Are in jail and are in need of mental health treatment; or
 - (3) In the previous six months, have been twice detained on an emergency hold under [ORS 426.232](#) or on a warrant of detention under [ORS 426.070](#) but have not yet, as a result, been civilly committed.
- c. **Depending on the availability of funds, County shall give third priority in providing Services to all other Individuals, who do not otherwise qualify under Subsection 2.a and 2.b of Exhibit B, who:**
 - (1) Are at immediate risk of hospitalization for the treatment of Mental or Emotional Disturbances, or are in need of Services to avoid hospitalization or posing a health or safety risk to themselves or others;
 - (2) Are under 18 years of age who, in accordance with the assessment of professionals in the field of mental health, are at immediate risk of removal from their homes for treatment of Mental or Emotional Disturbances or exhibit behavior indicating high risk of developing disturbances of a severe or persistent nature;
 - (3) Because of the nature of their mental illness, their geographic location or their family income, are least capable of obtaining assistance from the private sector; or
 - (4) In accordance with the assessment of professionals in the field of mental health, are experiencing Mental or Emotional Disturbances but will not require hospitalization in the foreseeable future.
- d. **Depending on the availability of funds, County shall give fourth priority in providing Services to all other Individuals who do not otherwise qualify under Subsections 2.a through 2.c of Exhibit B, and who have or are at risk of developing a Mental or Emotional Disturbance or Substance Use Disorder.**

3. **Core Service Areas**

a. **System Management and Coordination**

(1) **Planning and Service Delivery**

- (a) **Description:** County is responsible for developing a comprehensive Local Plan that describes how County will deliver mental health Services for Individuals that are responsive to the needs of Individuals in their community, as described in [ORS 430.630\(9\)](#).
- (b) **Population:** County shall provide a delivery system for Services responsive to Individuals with Behavioral Health needs in their geographic service area, which specifically addresses the needs of Individuals described in Section 2.a of Exhibit B.

(c) Required Services: County shall:

- i. Establish and maintain a structure for meaningful system design and oversight of Services funded with the Financial Assistance;
- ii. Submit a comprehensive Local Plan, consistent with [ORS 430.630\(9\)](#) and this Agreement;
- iii. Implement the delivery of Services as described in the County's Local Plan approved by OHA;
- iv. Monitor the delivery of Services described in the County's Local Plan approved by OHA;
- v. Evaluate delivery of Services described in the County's Local Plan approved by OHA;
- vi. Ensure adequate administrative support for:
 - A.** Activities related to contract negotiation, administration, and monitoring as needed to meet the Service needs of Individuals receiving Services under this Agreement;
 - B.** Data collection, performance measurement, and reporting;
 - C.** Activities to support the County's mental health advisory committee required in [ORS 430.630\(7\)](#); and
 - D.** Activities to support collaboration in new developments for residential treatment, foster homes, crisis stabilization centers supported housing, and independent living resources.
- vii. Provide complex case consultation, care coordination, and transition coordination as appropriate to the needs, preferences, and choices of each Individual including, but not limited to:
 - A.** Coordination of Services not funded by Medicaid;
 - B.** Providing assistance to interested Individuals in applying for public assistance, medical assistance, and any other state or federal benefits that they may be eligible for;
 - C.** Collaborate with OSH, OHA, or ODHS to verify that entitlement enrollments (e.g. Medicaid, Medicare, SSI/SSDI) are in place and anticipated to be active upon discharge from a community hospital, residential treatment program, or OSH.
 - D.** Facilitate access to quality, individualized community-based Services so that Individuals are served in the most integrated, least restrictive setting possible.

(d) Other Allowable Services (Subject to Availability of Funds):

County may provide:

- i. Public education and information related to Behavioral Health.
- ii. Guidance and assistance to other human Service agencies for joint development of prevention programs and activities

- to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence.
 - iii. In the event of a disaster declaration, disaster response, crisis counseling Services to include responding to local disaster events by:
 - A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other “first-responders”; disaster relief shelters; and the community-at-large.
 - B. Coordinating crisis counseling Services with County Emergency Operations Manager (CEOM); and providing crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the County and CEOM.
 - C. Assisting other counties in the provision of these Services as part of a mutual aid agreement.
 - (e) **Required Metrics:** County shall be in Substantial Compliance with all reporting deadlines associated with the Local Plan and as otherwise noted in this Agreement.
- (2) **Protective Services:**
 - (a) **Description:** Protective services are the necessary actions taken by the County to prevent abuse or exploitation of an adult, to prevent self-destructive acts, and to safeguard the adult’s person, property and funds, including petitioning for a protective order as defined in [ORS 125.005](#).
 - (b) **Population:**
 - i. Adults with severe and persistent mental illness who receive mental health treatment from a community program as defined in [ORS 430.735](#). Services may be provided posthumously in the event a person who would otherwise be eligible if living was reported to have died in a manner other than natural or accidental means.
 - ii. Severe and Persistent Mental Illness has the meaning set forth in [OAR 419-110-0010](#)
 - iii. The prioritization categories, described in Section 2 of [Exhibit B](#), do not apply to Protective Services.
 - (c) **Required Services:** County shall provide protective services as described in [OAR Chapter 419 Division 110](#), and ensure they are completed in the least intrusive manner feasible and support the greatest level of independence.
- b. **Crisis Services**
 - (1) **Description:** Crisis services are designed to prevent or ameliorate a Behavioral Health crisis or reduce acute symptoms of a mental illness or a Substance Use Disorder.
 - (2) **Population:** Individuals experiencing a Behavioral Health crisis as defined by [OAR 309-023-0110](#). The prioritization categories, described in Section 2 of [Exhibit B](#), do not apply to crisis services.

- (3) **Required Services:** County shall provide or ensure provision of mobile crisis intervention services (MCIS) and mobile response and stabilization services (MRSS) delivered in accordance with [OAR Chapter 309 Division 72](#) as may be revised from time to time.
- (4) **Other Allowable Services (Subject to Availability of Funds):** To the extent that MCIS and MRSS Services are in Substantial Compliance with [OAR Chapter 309 Division 72](#), as may be revised from time to time, funds may also be allocated to support the following Services provided at a certified location:
 - (a) Crisis stabilization centers operated in accordance with [OAR Chapter 309 Division 73](#) as may be revised from time to time.
 - (b) Walk-in Crisis Services: Outpatient clinics that operate for walk-in visits with no appointment needed for immediate mental health and substance use support during day hours. Services may include, but are not limited to:
 - i. Screening;
 - ii. Assessment;
 - iii. Brief intervention;
 - iv. Prescribing capabilities; and
 - v. Referrals and linkages to longer term Services.
 - (c) Crisis line services provided in accordance with [OAR 309-019-0300](#), as may be revised from time to time.
- (5) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:
 - (a) MCIS and MRSS responses are conducted within the timelines required in [OAR Chapter 309 Division 72](#).
 - (b) Individuals receiving an MCIS response are contacted (or contact attempts are made and documented) for follow-up within 72 hours of the MCIS response.
 - (c) Adults receiving MCIS receive the Services necessary to remain in the community following the initial MCIS response.
 - (d) Youth receiving MRSS receive the Services necessary to remain in the community following the initial MRSS response.
 - (e) Youth are screened for stabilization services following the initial MCIS response.
 - (f) Youth and families that consent to stabilization services are enrolled in stabilization services.
 - (g) Youth enrolled in stabilization services are referred to the recommended ongoing Services prior to discharge from stabilization services.

c. **Forensic & Involuntary Services**

- (1) **Aid and Assist and Competency Restoration Services:**
 - (a) **Description:** Competency restoration services are provided to assist Individuals in gaining or regaining their competency in the most integrated, least restrictive setting possible. Competency restoration services, for Individuals found unable to aid and assist in their own defense, are provided either in the community or at OSH. Services include, but are not limited to, community transition planning, treatment designed to restore competency, placement in

appropriate community-based care, monitoring and coordination of Services, coordination with providers and the court, and periodic assessment of the Individual's fitness to proceed.

(b) Population: Individuals who are described in Subsection 2.a(1) of Exhibit B.

(c) Required Services: County shall:

- i. Ensure that community consultations are conducted as required in [OAR 309-088-0125](#);
- ii. Provide community restoration services as defined in [OAR 309-088-0115](#) including, but not limited to:
 - A.** Competency restoration services as defined in [OAR 309-088-0115](#);
 - B.** Forensic care coordination as defined in [OAR 309-088-0115](#); and
 - C.** Supportive services as defined in [OAR 309-088-0115](#) necessary to support community integration.
- iii. Provide competency restoration services during commitment at OSH including, but not limited to:
 - A.** Community transition planning defined in [OAR 309-088-0115](#);
 - B.** Forensic care coordination defined in [OAR 309-088-0115](#); and
 - C.** If applicable, the plan of resolution described in Exhibit D.
- iv. Ensure compliance with [OAR 309-088-0130](#) including, but not limited to:
 - A.** Developing within 30 calendar days of admission and updating at least once every 30 calendar days a community transition plan for the Individual in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths;
 - B.** Have both a primary community transition plan and at least one backup community transition plan;
 - C.** In developing the community transition plan, County shall be primarily guided by the State Hospital's treating clinical team's recommendations. County may provide information to the State Hospital's treating clinical team to inform their recommendations.
 - D.** The community transition plan must provide information about the availability of the State Hospital treating clinical team's clinical recommendations in the community, including any reasonable and clinically appropriate alternatives if the State Hospital

treating clinical team's clinical recommendations are not present or available in the community.

E. Completion or coordination of any referrals, screenings, or other work to implement the community transition plan: and

F. Monitoring the status of any referrals, screenings, or other work to implement the community transition plan.

G. At least every 30 calendar days, County staff are required to:

I. Meet with the hospital to facilitate an effective transition back to the community. These meetings are required to create, update, or implement a community transition plan that aligns with the Individual's specific treatment needs outside of a hospital level of care setting. These meetings must include, but are not limited to:

- (A)** Attending Treatment Team meetings; or
- (B)** Speaking with the assigned qualified mental health professional (QMHP).

II. Meet with the Individual (in-person or by phone call or video conference) to discuss transition planning and treatment available in the community. These meetings also help with creating, reviewing, updating or implementing a community transition plan.

III. Determine whether community restoration services have become present and available. Consulting with Providers, agencies, CCOs, exceptional needs care coordinators (ENCCs), and Tribes (if applicable) helps to inform the 30-day review.

v. After OSH issues notice that an Individual is ready to place (RTP) under [ORS 161.371\(3\)\(a\) or \(4\)\(a\)](#), and the court orders a community consultation, County shall:

A. Attempt to consult with the Individual and with any local entity that would be responsible for providing community restoration services, if the Individual were to be released in the community, to determine whether community restoration services are present and available in the community;

B. Identify appropriate Providers that are able to meet the Individual's Behavioral Health needs and willing to

provide that care, treatment, and Services to the Individual;

- C.** Identify Providers and planning for a community restoration placement, primarily guided by the level of Services, supervision or type of placement identified by OSH in its RTP notice, and advise whether those resources are present and available in the community;
- D.** Coordinate access to Services provided in the least restrictive and most integrated setting appropriate to meet the Individual's Behavioral Health needs;
- E.** Facilitate timely discharge from OSH and diversion from placement at a secure residential treatment facility (SRTF) when consistent with the level of Services, supervision or type of placement identified by OSH in its RTP notice, whenever possible;
- F.** Obtain any necessary approvals from the Provider to allow admission, if it is a residential placement;
- G.** Continue to send referrals to Providers until the Individual is accepted and can be immediately placed unless otherwise ordered by the court, if and when the court orders community restoration for the Individual;
- H.** Complete the standardized consultation report template available at <https://www.oregon.gov/oha/osh/legal/pages/information-on-mental-health-providers.aspx>; and
- I.** Within five judicial days, provide a copy of the consultation to OHA at aidand.assistadmin@odhsoha.oregon.gov, the court and OSH if applicable at cmhp.consults@odhsoha.oregon.gov.
- J.** If the court does not discharge the Individual from OSH due to a lack of an available and appropriate Provider, continue to send referrals and update the community transition plan until the Individual is discharged from OSH, collaborating with the extended care management unit (ECMU) unless otherwise ordered by the court.

vi. County shall provide Services to youth under juvenile fitness to proceed who the court:

- A.** Has determined lack of fitness to proceed as defined in [ORS 419C.378](#) and court has ordered into an OHA designated facility for restoration services.

- B.** Services include case management and placement in appropriate community-based care.
- vii.** As directed by OHA, County shall attend and participate in weekly ECMU care coordination meetings and collaborate with ECMU staff to:
 - A.** Facilitate timely Client transition across the residential system from OSH to supported housing.
 - B.** Facilitate effective utilization of Services and facility-based care in the community.
 - C.** Collaborate with care coordination teams and other state agencies as necessary to secure placements that meet individual Client needs.
 - D.** Begin discharge planning to more integrated settings as soon as an Individual is admitted to OSH, SRTF, RTF settings.
 - E.** Make referrals to the most integrated settings appropriate for the Individual's assessed needs and level of care.
 - F.** Assist in identification of financial alternatives for Individuals who are over resourced for Medicaid.
- viii.** Participate in OSH interdisciplinary meetings for each Individual within the County's Service area to update the discharge plan and to coordinate appropriate community-based Services.
- ix.** For Individuals receiving community restoration services, County shall coordinate the Individual's Behavioral Health and medical treatment in the community:
 - A.** Attempt to conduct an individualized assessment of the Individual and develop a treatment Service plan in coordination with the Individual's Provider and consistent with any court-ordered conditions; If the Individual does not participate in the initial assessment, continued efforts should be made to engage with the Individual to complete the assessment and develop a treatment Service plan;
 - B.** Monitor the care, custody, and treatment of the Individual while on community restoration;
 - C.** Monitor the Individual's progress in their treatment Service plan, and identify when the Individual may receive Services in a lower level of care and report that to the court;
 - D.** Ensure treatment Service planning continues throughout the Individual's receipt of Services with the goal of the Individual receiving Services in the lowest

level of care that will maintain their mental and physical health long term;

E. Provide care coordination to facilitate ongoing communication and collaboration to meet the Individual's needs, such as:

- I. Facilitating communication between natural supports, community resources, Providers, agencies (if eligible for APD or I/DD Services) and CCOs (if an enrolled member);
- II. Organizing, facilitating and participating in client staffing meetings;
- III. Providing for continuity of care by creating linkages to and managing transitions between levels of care;
- IV. Coordinating or providing transportation to and from the forensic evaluations and court appearances in this case; and
- V. Communication of court ordered requirements, limitations, and court dates to the defendant.

F. Provide coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and OSH while the Individual is residing in the community and in the process of being returned to fitness. Services include, but are not limited to:

- I. Coordination of the periodic assessments of the Individual's fitness to proceed as required in OAR Chapter 309 Division 88;
- II. Collaboration and coordination with community corrections;
- III. Consultation to the county mental health court, if mental health court is available in the Service area;
- IV. Participation in mental health and law enforcement collaboration meetings; and
- V. Communication of court ordered requirements, limitations, and court dates.

G. Provide status reports as required in OAR Chapter 309 Division 88 to the appropriate court on the Individual's:

- I. Compliance or non-compliance with their conditional release requirements; and
- II. Progress in gaining or regaining fitness to proceed;

- H. Notify the court if the Individual gains or regains fitness to proceed, and develop a transitional treatment Service plan for that Individual;
 - I. Provide interim quarterly reports for the purpose of communicating current status of Individuals to OHA and the court of jurisdiction;
 - J. Provide community restoration Services, which are necessary to safely allow the Individual to gain or regain fitness to proceed in the community; and
 - K. Coordinate transition from forensic services for Individuals discharging from community restoration.
- x. When appropriate, County shall attempt to enter into a Memoranda of Understanding (MOU) between law enforcement agencies, jails, circuit and municipal courts, local mental health providers, and other parties involved in the referral and treatment of Individuals receiving aid & assist Services, that outline:
- A. Roles of each entity;
 - B. Sequence and protocols of forensic diversion model including referral process;
 - C. Data sharing agreements;
 - D. Communication and reporting;
 - E. Confidentiality agreements; and
 - F. Individual rights while receiving diversion Services.
- xi. If a special condition for community navigator services is noted in Attachment 2 – Financial Pages, the following requirements shall apply:
- A. County shall establish and maintain a community navigator team that includes, but is not limited to:
 - I. One full-time equivalent QMHA case manager; and
 - II. One full-time equivalent Certified Peer Support Specialist, Certified Peer Wellness Specialist or Certified Recovery Mentor.
 - III. Notwithstanding the staffing requirements specified above, the Division may authorize exceptions upon receipt of a written request from the County demonstrating operational necessity or other valid justification. Written requests shall be submitted to cfaa.administrator@oha.oregon.gov.
 - B. The community navigator team members must:
 - I. Have the appropriate knowledge, skills, and abilities to work with forensic populations;
 - II. Be able to pass the required OSH background check; and

- III. Complete appropriate training including, but not limited to:
 - (A) Critical time intervention protocol overview available at <https://critical-time-training.teachable.com/p/critical-time-training>; and
 - (B) OHA facilitated Aid and Assist training.
- C. County shall participate in check-ins and data reviews as requested or required by OHA.
- D. The community navigator team shall provide in-reach and post-discharge support for Individuals described in Subsection 2.a(1) of Exhibit B and shall sustain a minimum active caseload of fifteen (15) Individuals throughout the term of this Agreement.
 - I. In-reach shall be provided for up to three (3) months prior to an Individual's discharge from OSH or carceral setting.
 - II. In-reach includes, but is not limited to, engagement in person, by phone, or through live streaming audio and video.
 - III. Post-discharge support shall be provided for a minimum of six (6) months after an Individual's discharge from OSH or carceral setting regardless of the Individual's legal status at discharge.
 - IV. Post-discharge support must include, but is not limited to:
 - (A) Enhanced case management and care coordination to assist Individuals in accessing and establishing appropriate community-based treatment and other recovery support services;
 - (B) Peer support services;
 - (C) Providing barrier removal services described in:
 - i. Exhibit B, Subsection 2.d.(1)(c)v.; and
 - ii. Exhibit B, Subsection 2.e.(3)(j)iii.
- E. Reporting Requirements: County shall submit data points related to community navigator services as required in the monthly aid and assist reports described in this Exhibit B, Subsection 4.a.(4).

- (d) **Other Allowable Services (Subject to Availability of Funds):**
County may coordinate the transition from forensic services for Individuals described in Subsection 2.b of Exhibit B.

- (e) **Required Metrics.** County shall be in Substantial Compliance with the following requirements:
- i. Individuals under aid & assist orders or transitioning from OSH or jails are referred to community navigator services.
 - ii. Individuals under aid & assist commitment orders on the OSH waitlist are screened for forensic diversion services.
 - iii. Individuals under aid & assist orders at OSH who have been found ready to place will have a completed community transition plan by the time the community consult is sent to the court.
 - iv. All reports associated with aid & assist populations are completed and returned to OHA as required in [OAR Chapter 309 Division 88](#).

(2) **Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Psychiatric Security Review Board (PSRB)**

- (a) **Description:** Monitoring, security, and supervision Services delivered in accordance with [OAR 309-019-0160](#).
- (b) **Population:** Individuals who are described in Subsection 2.a(2) of [Exhibit B](#).
- (c) **Required Services:** County shall:
- i. Complete requests for evaluation order as required by [OAR 309-019-0160](#);
 - ii. Provide supervision and urinalysis drug screen consistent with the requirements of the PSRB Conditional Release Order;
 - iii. Coordinate with OSH and OHA (e.g. Civil, ECMU, aid & assist), a hospital, or facility designated by OHA on transition activities related to conditional release of an Individual to the community;
 - iv. Provide intensive case management for identified programs at approved budgeted rates;
 - v. Complete administrative activities related to the monitoring services described above, including but not limited to:
 - A.** Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for conditional release, through monthly progress notes to the PSRB;
 - B.** Providing interim reports for the purpose of communicating the current status of an Individual to the PSRB;
 - C.** Submitting requests for modifications of conditional release orders to the PSRB;
 - D.** Implementing board-approved modifications of conditional release orders;

- E. Implementing revocations of conditional release due to violation(s) of conditional release orders and facilitating readmission to OSH or facility designated by OHA;
 - F. Contacting the Individual when County is notified by the law enforcement data system that the Individual under the jurisdiction of PSRB has had an encounter with a law enforcement agency; and
 - G. Completion of the annual comprehensive review of supervision and treatment services to determine if significant modifications to the conditional release order should be requested from the PSRB.
 - H. Utilize an OHA approved risk assessment tool for the purposes of providing structured risk feedback to the PSRB, inclusion in the annual comprehensive review, and in determining security payment rates; and
 - I. Report to OHA in writing to the GEI Coordinator at oha.gei.coordinator@odhsoha.oregon.gov the next business day, when there is concern that the County cannot provide the appropriate care and supervision that is needed for an Individual as stated in the conditional release plan. This concern and the communication with OHA must be documented in the Individual's Service record.
- vi. Providing expert witness testimony to the PSRB from both the case monitor and a licensed medical professional who can speak to the Individual's current treatment regimen, including psychotropic medications;
 - vii. Completion of evaluation reports and the summary of conditions of release plan, if the Individual is accepted to a placement, as required [by OAR 309-019-0160](#);
 - viii. Completion of monthly reports as required [by OAR 309-019-0160](#);
 - ix. Completion of annual comprehensive reviews as required [by OAR 309-019-0160](#); and
 - x. Coordinating transition from forensic services for Individuals ending jurisdiction under the PSRB within six months of termination.
- (d) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:
- i. Conditional release evaluations for GEIs are completed and submitted within 30 calendar days of receiving the orders.
 - ii. PSRB monthly reports are submitted to PSRB as required [by OAR 309-019-0160](#);

- iii. Comprehensive annual reviews are submitted to OHA as required [by OAR 309-019-0160](#);
- iv. Treatment plans are reviewed and updated within 364 calendar days of the previous plan.
- v. OHA approved risk assessments are updated within 180 calendar days of the previous assessment.

(3) Civil Commitment Services

- (a) **Description:** Civil commitment services include pre-commitment services, placement and post-commitment activities, and outreach and stabilization activities.
- (b) **Population:** Individuals who are described in Subsection 2.a(3) of [Exhibit B](#).
- (c) **Required Services:** County shall:
 - i. **Provide pre-commitment services including:**
 - A.** Providing notice as required under [ORS 426.070](#), [ORS 426.233](#), [ORS 426.234](#), and [ORS 426.235](#);
 - B.** Notifying and directing approved persons or peace officers to take custody and transport Individuals when appropriate;
 - C.** Completing reporting and filing requirements relevant to authorized involuntary Services pursuant to [ORS Chapter 426](#) such as custody, admission to nonhospital facilities, and Notices of Mental Illness;
 - D.** Receiving Notices of Mental Illness submitted from the community under [ORS 426.070](#) and from the circuit courts under [ORS 426.070 and ORS 426.234](#);
 - E.** Overseeing the placement and transfer of Individuals during the pre-hearing period of detention, including providing or arranging for transportation;
 - F.** Having a certified mental health investigator initiate and conduct a prehearing investigation, within applicable statutory timeframes, pursuant to [ORS 426.070](#), [ORS 426.074](#), [ORS 426.180](#), [ORS 426.200](#) and [OAR 309-033-0920 through OAR 309-033-0940](#);
 - G.** Providing notices required in [ORS Chapter 426](#) and OAR Chapter 309 Division 33 for Individuals eligible for diversion from civil commitment.
 - H.** Monitor the Individual's cooperation with the provider's treatment plan throughout and move for a hearing, as appropriate, if the Individual disengages or requests to discharge.
 - I.** Writing and submitting an investigation report as required under [ORS 426.070](#), including a recommendation to the court to pursue or not pursue

- a civil commitment hearing, or to pursue a hearing for AOT;
 - J.** Developing a person-centered treatment plan that is in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths, and addresses risk and protective factors;
 - K.** Monitoring the person's progress in completing the treatment plan and provide regular and as-requested updates to the court, including making requests for the appointment of a guardian ad litem when indicated; and
 - L.** Provide linkage to Services that enhance Individuals' life skills abilities including money management, nutrition, hygiene and personal care, shopping, social skills, and cooking.
- ii. Provide placement and post-commitment Services including:
 - A.** In providing recommendations, County shall ensure Individuals:
 - I.** Are recommended for Services in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs;
 - II.** Are certified for diversion or recommended for AOT whenever appropriate and feasible;
 - III.** Are diverted from placement in OSH, community hospitals or SRTFs whenever possible; and
 - IV.** Are considered for alternatives to inpatient placement such as voluntary treatment, conditional release, outpatient commitment, and, if already in an inpatient setting, trial visit;
 - B.** Ensure that transition planning begins with intake and that the Individual is considered for initial outpatient commitment placement whenever appropriate;
 - C.** Ensure the placement of Individuals with an appropriate provider in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices and strengths;
 - D.** Issue a written placement order immediately upon the civil commitment of the Individual and as required by [OAR 309-033-0290](#) thereafter. Submit completed placement orders to OHA as required by [OAR 309-033-0290](#);

- E.** Monitor the Individual's progress in their placement, and identify when the Individual may benefit from a more integrated, less restrictive level of care, up to and including independent living, attributable to symptom improvement; discharging from a facility and accessing more integrated community-based resources and treatment; or discharging from civil commitment because the Individual is no longer a person with mental illness or the Individual's best interest is to transfer to a voluntary status;
- F.** Monitor the Individual's progress while placed in an inpatient setting and assess for readiness to step-down on a trial visit or discharge from civil commitment;
- G.** Monitor Individual's progress while placed on outpatient commitment and assess for readiness to discharge for civil commitment;
- H.** Establish conditions of placement prior to placement on outpatient commitment or trial visit in accordance with [ORS 426.127](#), [ORS 426.273](#), and [ORS 426.278](#);
- I.** Support the Individual in adhering to the conditions of placement and completing the court requirements associated with the order for treatment if the Individual is placed in the community. This may include modifying conditions of placement as indicated in accordance with [ORS 426.273\(5\)](#) and [ORS 426.275\(3\)](#);
- J.** Provide notice to the court when the Individual is not adhering to the conditions of placement and when a revocation hearing is being requested. Complete revocation processes as indicated in [ORS 426.275](#) and [OAR 309-033-0320](#);
- K.** Facilitate communication between and collaborate with the Individual, family, natural supports, community resources, providers, ODHS if eligible for Aging and People with Disabilities (APD) or Intellectual and Developmental Disabilities (I/DD) Services and the courts (when applicable); and
- L.** If discharging the Individual from civil commitment prior to the expiration date of the civil commitment order, file a written certificate discharging the Individual early from civil commitment pursuant to [ORS 426.300](#) with the last committing court and the court in the county of residence.

(d) Other Allowable Services (Subject to Availability of Funds).

The County may provide outreach and stabilization services, which include:

- i. Establishing practices and procedures to identify Individuals within the Service area who are eligible for outreach and stabilization services in order to prevent or divert from civil commitment Services;
- ii. Providing community-based supportive engagement with Individuals with aim of establishing rapport, identifying chronic needs resulting in multiple custodies, detentions, or holds; and proactively engaging in low barrier Services to reduce crisis episodes, access longer term benefits, and prevent civil commitments.
- iii. Facilitating communication between and collaborate with the Individual, family, natural supports, community resources, providers, ODHS if eligible for APD or I/DD services and the courts (when applicable);
- iv. Supporting Individuals access to and assistance in completing a Declaration for Mental Health Treatment (DMHT) including coordinating with providers to have the DMHT made part of the medical record; and
- v. Removing barriers to support the life skills development needed for the Individual to live as independently as possible in the community, including but not limited to providing assistance in navigating communities safely, managing prescriptions and health-related needs, shopping, hobbies and social engagement, housekeeping, laundry, and paying bills.

(e) Required Metrics: County shall be in Substantial Compliance with the following requirements:

- i. Individuals under civil commitment will be provided a blank DMHT and offered the opportunity to complete one within 30 calendar days of being transferred to County's supervision.
- ii. All reports associated with civil populations are completed and returned to OHA as required in [OAR Chapter 309 Division 33](#).

(4) Forensic Diversion Services

(a) Description: Services designed to address Behavioral Health Disorders contributing to criminal behavioral and reduce unnecessary criminal justice involvement.

(b) Population: Notwithstanding Section 2 of Exhibit B, the County shall prioritize providing forensic diversion services to:

- i. Individuals described in Subsections 2.a and 2.b in [Exhibit B](#);
- ii. Individuals on the OSH aid & assist waitlist;

- iii. Individuals the court has ordered to be evaluated under [ORS 161.365](#) or [ORS 161.370](#) and are in jail; and
 - iv. Individuals who the court has determined lack trial competency under [ORS 161.370](#) at least twice in the preceding 24 months.
- (c) **Required Services:** County shall:
- i. Provide Behavioral Health treatment Services in accordance with [ORS 430.450](#), [ORS 430.490-430.515](#), and [ORS 430.630](#);
 - ii. Designate a forensic jail liaison(s) to coordinate with the jail, court and health care delivery system to screen defendants who may be suitable for diversion from jail and OSH. The liaison shall:
 - A. Attempt to complete a Behavioral Health screening and, if the screening indicates further referrals, assessment and treatment are necessary, then attempt to coordinate them;
 - B. Identify jail and OSH diversion resources, including but not limited to:
 - I. Community-based placement resources;
 - II. Outpatient Behavioral Health services; and
 - III. Other basic needs and supports.
 - C. Identify those Individuals who a certified forensic evaluator has determined does not need hospital level of care or the CMHP has determined may be appropriate for community placement, and attempt to develop a community transition plan;
 - D. Facilitate communication with the court to discuss all potential actions such as: dismissal, commitment, community restoration, referral to OSH for each case;
 - E. Coordinate rapid forensic evaluations;
 - F. Coordinate with other programs such as aid and assist, civil commitment, PSRB, and crisis services; and
 - G. Coordinate with the jail medical staff to ensure continuity of care for Individuals known to County, including ensuring transmission of medication information and other treatment needs.
 - iii. Use the "[Sequential Intercept Model](#)" (SIM) to identify and intervene upon "points of interception" or opportunities for interventions to prevent Individuals from entering or penetrating deeper into the criminal legal system. Regardless of the intervention point, forensic diversion treatment Services include:
 - A. Providing voluntary, person-centered case planning;

- B.** Coordinating access to outpatient behavioral health treatment, housing, vocational, educational, and other Services;
 - C.** Providing support Services to prevent or curtail relapses and other crises;
 - D.** Supporting Individuals in their criminal justice obligations and navigating the court and legal system, which may include liaising with attorneys if applicable; and
 - E.** Promoting peer support and the social inclusion of Individuals with or in recovery from Behavioral Health Disorders in the community.
 - iv. Facilitate communication between and collaborate with the Individual, family, natural supports, community resources, providers, ODHS if eligible for APD or I/DD services and the courts (when applicable).
- (d) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:
 - ~~i. Attempt to contact and complete a Behavioral Health screening for Individuals who are described above in Subsection (4)(b) of this Exhibit B:~~
 - ~~**A.** Within 7 business days of the applicable court order;~~
 - ~~or~~
 - ~~**B.** Within 7 business days of the court, CMHP, a party, or OHA identifying the Individual as someone who the court determined lacked trial competency under ORS 161.370 at least twice in the preceding 24 months;~~
 - ~~and~~
 - i.** Develop a transition plan for Individuals, who a certified forensic evaluator has determined does not need hospital level of care or the CMHP has determined may be appropriate for community placement, within 14 calendar days of that determination.
 - ii.** The transition plan must align with the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths, and addresses risk and protective factors.
- d. **Outpatient & Community-Based Support Services**
 - (1) **General Outpatient & Community-Based Support Services**
 - (a) **Description:** A range of Services necessary to ensure that Individuals receive the appropriate level of care in the most integrated setting, based on their needs, to facilitate recovery and enhance overall well-being.
 - (b) **Population:** Individuals with a Mental or Emotional Disturbance or a Substance Use Disorder, subject to the prioritization described in Section 2. of Exhibit B.
 - (c) **Required Services:** County shall provide or ensure provision of:

i. Early Assessment and Support Alliance (EASA).

A. Provide EASA services, delivered in accordance with the fidelity standards located at <https://easacommunity.org/pro-resource/practice-guidelines/>, for Individuals ages 12 through 30 years of age whom:

- I.** Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the structured interview for psychosis risk syndrome or other EASA Center for Excellence approved formal assessment, for a period longer than 12 months; and
- II.** Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.

B. Upon referral to EASA, contact shall be made within two (2) business days of the referral by EASA staff with the referent, the Individual, and the Individual's family in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria. The referent and/or the Individual and their family are provided crisis resources and tailored psychoeducation upon first contact;

C. Ensure that EASA Services are rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact on short- and long-term outcomes; and

D. Provide access to crisis Services for Individuals enrolled in EASA and their family and primary supports.

ii. Outpatient Programs: Ongoing treatment delivered in a community setting including, but not limited to:

- A.** Individual therapy;
- B.** Group therapy;
- C.** Medication management;
- D.** Skills training; and
- E.** Case management.

iii. Intensive Outpatient Programs: Structured programs that provide more frequent and intensive therapy while allowing Individuals to live at home. Typically, these programs involve several hours of treatment per week. Intensive outpatient programs may include, but are not limited to, Services such

- as assertive community treatment (ACT) delivered in accordance with [OAR 309-019-0225 through 309-019-0255](#).
- iv. **Aftercare and Recovery Support:** Ongoing support Services to help Individuals maintain their recovery and reintegrate into the community including, but not limited to:
 - A. Educational and vocational supports;
 - B. Recovery coaching; and
 - C. Relapse prevention programs.
 - v. **Services to Remove Barriers to Community-Based Care:** Financial Assistance made on behalf of an Individual with a Behavioral Health Disorder which may include, but is not limited to:
 - A. Phone or internet bills;
 - B. Transportation;
 - C. Interpreter services;
 - D. Medical services and medications; or
 - E. Costs associated with obtaining or continuing representative payee or guardianship services.
- (d) **Other Allowable Services (Subject to Availability of Funds):**
County may provide:
- i. **Early Intervention:** Services that identify and address mental health or substance use issues at an early stage, often involving screening and brief interventions.
 - ii. **Partial Hospitalization Programs/Day Treatment:** A step between inpatient care and outpatient treatment, providing a higher level of care with daily programming while allowing Individuals to return home in the evenings.
 - iii. **Peer Delivered Services:** Community-based Services provided by peer support specialists, peer wellness specialists, family support specialists, and recovery mentors to Individuals or family members with similar lived experience. These Services are intended to support Individuals and families to engage Individuals in ongoing treatment and to live successfully in the community.
 - iv. **Care Coordination:** A process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs including facilitating communication between natural supports, community resources, and involved providers and agencies; organizing, facilitating, and participating in client staffing meetings; and providing for continuity of care by creating linkages to and managing transitions between levels of care.
 - v. **Case Management:** Services to assist Individuals to connect to and gain access to needed Services outlined in an Individual intervention plan; Substance Use Disorder

treatment, health care, housing, employment and training, childcare and other applicable Services.

vi. **IPS Supported Employment** delivered in accordance with [OAR 309-019-0270 through 309-019-0295](#) or other evidence-based vocational supports.

vii. **Supported Education** delivered in accordance with SAMHSA's Best Practices available at: <https://store.samhsa.gov/sites/default/files/d7/priv/sma11-4654-buildingyourprogram-sed.pdf>.

(e) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- i. Individuals are offered an appointment with a licensed medical provider within seven (7) business days of enrollment in EASA.
- ii. Individuals enrolled in EASA are offered supported employment or supported education services.
- iii. Individuals enrolled in EASA and their families will have access to structured family psychoeducational groups.
- iv. Adults with mental illness enrolled in Services are screened for potential home and community-based services eligibility and are referred when indicated.
- v. New mental illness or Substance Use Disorder diagnoses are followed up by treatment within 14 calendar days of initial diagnosis.
- vi. New mental illness or Substance Use Disorder diagnoses are followed up by two engagement visits or medication treatments within 30 calendar days of initial treatment.
- vii. A letter of acceptance and entry is sent to Individuals deemed eligible for Assertive Community Treatment as required by [OAR 309-019-0248](#).

(2) Gero-Specialist Services:

(a) **Description:** Specialized geriatric Services.

(b) **Population:** Older or disabled adults subject to the prioritization described in Section 2. of [Exhibit B](#).

(c) **Required Services:** County shall:

- i. Provide direct care Services that are either supervised or delivered by a QMHP as defined in [OAR 309-019-0105](#), including, but not limited to:
 - A.** Quarterly interagency staffing;
 - B.** Follow-up Services after treatment in local or state inpatient psychiatric hospitals; and
 - C.** Screening and referrals.
- ii. Collaborate and coordinate with APD, ODHS's Aging and Disabilities Resource Connection, ODHS's Adult Protective Services, CCOs, CMHPs, acute care hospitals, OSH,

- caregivers, community partners, family members, and any other appropriate participants in an Individual's care.
 - iii. Provide at least one workforce development training in geriatric Behavioral Health competencies each quarter. Trainings must include a competency confirmation including, but not limited to a certificate of attendance; and must be provided to a wide cross section of professionals, paraprofessionals, and volunteers using a variety of modalities such as:
 - A.** Virtual webinars developed by OHA;
 - B.** Team meetings,
 - C.** Seminars, conferences, or symposiums;
 - D.** Community of practice or learning collaboratives; or
 - E.** Other community training forums.
 - iv. Provide complex case consultation and system navigation whether planned through a multidisciplinary team that meets regularly, ad hoc or crisis, or having regular office hours with APD/AAA to provide consultation to their case management staff; and
 - v. Provide consultation to key teams within the CMHP including, but not limited to, ACT, forensic services, SUD services, and crisis services. Regular complex care consultation meetings should include short didactic learning sessions on key Behavioral Health competencies.
- (d) **Other Allowable Services (Subject to Availability of Funds):** County may provide indirect care Services including, but not limited to:
 - i. Consultation;
 - ii. Assistance working with multiple systems;
 - iii. Case coordination and planning;
 - iv. Supporting interagency collaboration; and
 - v. Education and training to agencies and caregivers who provide Services that may affect older and disabled adults with mental illness or Substance Use Disorder.
- (e) **Required Metrics:** County shall be in Substantial Compliance with the following requirement: Older or disabled adults receiving Services are screened for potential home and community-based services eligibility and are referred when indicated.
- e. **Residential & Housing Support Services**
 - (1) **Description:** Services to ensure that Individuals with Behavioral Health Disorders are served in the most integrated, least restrictive setting possible based on their individualized needs and strengths.
 - (2) **Population:** Individuals in need of residential Behavioral Health treatment subject to the prioritization described in Section 2. of Exhibit B.
 - (3) **Required Services:** County shall:

- (a)** Ensure that a Service plan is in place for each Individual in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices, and strengths;
- (b)** Identify an appropriate residential services Provider that is able to meet the Individual's Behavioral Health needs and willing to provide that care, treatment, and Services to the Individual;
- (c)** Ensure that Services are provided in the least restrictive and most integrated setting appropriate to meet the Individual's Behavioral Health needs;
- (d)** Divert the Individual from placement at a state hospital, community hospital, or secure residential treatment facility, whenever possible;
- (e)** Obtain any necessary approvals from the Provider to allow admission, if it is a residential or state hospital placement;
- (f)** Continue to send referrals to Providers until the Individual is placed at or is no longer in need of residential Services;
- (g)** Monitor the Individual's progress in their Service plan while in a residential placement and identify when the Individual may be transferred to a lower level of care; and
- (h)** Ensure that discharge planning is conducted throughout the Individual's placement in a hospital or residential placement with the goal of moving the Individual to the lowest level of care that will maintain their mental and physical health.
- (i)** Provide care coordination to facilitate the Individual's access to Services in the least restrictive, most integrated setting appropriate to meet the Individual's Behavioral Health needs, preferences, choices and strengths, including:
 - i.** Facilitate communication between the Individual, family, natural supports, community resources, Providers, and ODHS (if eligible for APD or I/DD Services);
 - ii.** Identify Providers that can provide Behavioral Health Treatment Services consistent with the Individual's treatment Service plan, whether it is provided on an inpatient, residential or outpatient basis;
 - iii.** Organize, facilitate and participate in interdisciplinary team meetings with the Individual, Providers, and CCO care coordinators (if the Individual is a CCO member);
 - iv.** Facilitate access to community-based rehabilitative Behavioral Health treatment services that are recovery-oriented, culturally responsive, and geographically accessible;
 - v.** Facilitate access to peer delivered services; and
 - vi.** Collaborate with the ODHS, APD and I/DD divisions to support the Behavioral Health treatment needs of Individuals determined service-eligible for APD or I/DD.

(j) Within the limits of the Part A funds awarded in this Agreement, County shall provide the following housing support services, as clinically indicated, for Individuals who qualify under Subsection 2.a of Exhibit B:

- i. **Rental Assistance:** Financial Assistance made on behalf of an Individual and their family, when applicable, that covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for all or a portion of the monthly rent, or payment to specific vendors for resident utility expenses. Individuals who receive assistance may be living with other family members (e.g., where a parent is re-assuming custody of one or more children).
- ii. **Housing Coordination Services:** Staff to support and assist Individuals to locate and secure safe, suitable housing, and provide referrals to other resources.
- iii. **Services to Remove Barriers to Community-Based Care:** Financial Assistance made on behalf of an Individual may include, but is not limited to:
 - A. Costs associated with obtaining or continuing representative payee or guardianship services;
 - B. Utility deposits and fees including past due utility bills;
 - C. Phone or internet bills;
 - D. Moving and storage costs;
 - E. Household goods and supplies;
 - F. Cleaning or pest management sServices; or
 - G. Interpreter sServices.

(4) **Other Allowable Services (Subject to Availability of Funds):** County may provide:

- (a) **Peer Delivered Services:** Services provided by peer support specialists, peer wellness specialists, family support specialists, and recovery mentors to Individuals or family members with similar lived experience. These Services are intended to support Individuals and families to engage Individuals in ongoing treatment and to live successfully in the community.
- (b) **Respite Services:** Short-term residential services (less than 30 calendar days) for Individuals who require 24-hour observation and support but do not require acute psychiatric hospitalization. Services include access to multidisciplinary treatment including therapeutic supports and may include treatment with medications.
- (c) **Housing support services,** as clinically indicated, for Individuals who meet second, third, or fourth priority criteria outlined in Section 2. above:
 - i. **Rental Assistance:** Financial Assistance made on behalf of an Individual and their family, when applicable, that covers

payment to landlords, property management companies, housing providers, property owners, or specific vendors for all or a portion of the monthly rent, or payment to specific vendors for resident utility expenses. Individuals who receive assistance may be living with other family members (e.g., where a parent is re-assuming custody of one or more children).

- ii. **Housing Coordination Services:** Staff to support and assist Individuals to locate and secure safe, suitable housing, and provide referrals to other resources.
- iii. **Services to Remove Barriers to Community-Based Care:** Financial assistance made on behalf of an Individual may include, but is not limited to:
 - A. Costs associated with obtaining or continuing representative payee services;
 - B. Utility deposits and fees including past due utility bills;
 - C. Phone or internet bills;
 - D. Moving and storage costs;
 - E. Household goods and supplies;
 - F. Cleaning or pest management services; or
 - G. Interpreter services.

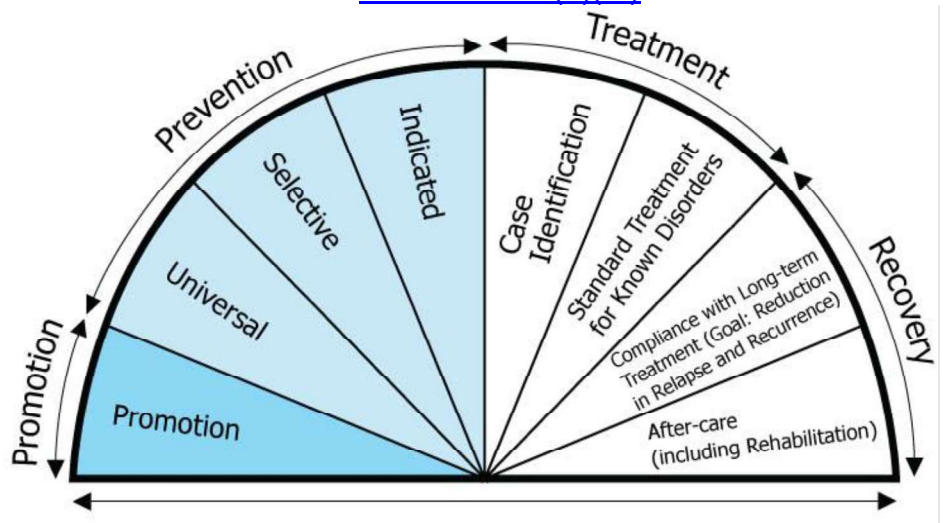
(5) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- (a) Individuals who need residential treatment services are screened for potential home and community-based services eligibility and are referred when indicated.
- (b) Individuals who receive housing support services are screened for potential home and community-based services eligibility and are referred when indicated.
- (c) Individuals receiving residential Behavioral Health treatment are offered Services to assist with their transition to outpatient Services prior to discharge from residential treatment.
- (d) Individuals enrolled in Behavioral Health treatment services establish or maintain housing prior to completion of treatment.

f. **Behavioral Health Promotion & Prevention**

- (1) **Description:** Strategies aimed at improving mental health or preventing mental illness or Substance Use Disorders before they occur.
- (2) **Population:** Individuals with or at risk of developing a Mental or Emotional Disturbance or a Substance Use Disorder, subject to the prioritization described in Section 2 of Exhibit B.
- (3) **Required Services:** Using a framework, such as the Institute of Medicine's Continuum of Care Model (see graphic below) or other Behavioral Health Promotion and Prevention framework or strategy, the County shall:

- (a) Create and implement an evidence-based continuum of activities, strategies, and supports that align with existing local prevention and promotion strategies;
- (b) Provide preventive mental health Services for children and adolescents, including primary prevention efforts, early identification and early intervention Services as described in [ORS 430.630\(3\)\(L\)](#); and
- (c) Preventive mental health Services for older adults, including primary prevention efforts, early identification and early intervention Services as described in [ORS 430.630\(3\)\(m\)](#).



- (4) **Other Allowable Services (Subject to Availability of Funds):** County may:
 - (a) Develop and implement strategies and/or activities that prioritize the following determinants of Behavioral Health wellness across the life span.
 - (b) Develop and implement strategies to maintain healthy communities: Strategies and/or activities may include but are not limited to, community safety promotion, violence reduction, bullying prevention, social connectivity, and resource dissemination activities;
 - (c) Individual skill development: Strategies and/or activities may include but are not limited to, skill-building programs in schools, community and senior centers, assisted living facilities, and other community-based settings that emphasize social connection, problem solving and development of self-regulation; and
 - (d) Social emotional competence: Strategies and/or activities may include but are not limited to developing or sustaining community infrastructure, parenting/grandparenting education, stress reduction classes, communication skills classes, programs that address social isolation and loneliness, grief and other post distress supports, divorce and other losses, and community-based activities.
- (5) **Required Metrics:** County shall be in Substantial Compliance with the following requirements:

- (a) Individuals receiving Behavioral Health Prevention and Promotion Services report an increased understanding of mental health, substance use prevention, and available resources.
- (b) Individuals receiving Behavioral Health Prevention and Promotion Services report a change in attitude toward mental health, substance use, or coping strategies.
- (c) Individuals receiving Behavioral Health Prevention and Promotion Services report an increased likelihood of engaging in behavior change such as accessing counseling Services or delaying or decreasing use of alcohol and other drugs.

g. **Block Grant Funded Services:**

(1) **Description:** Activities and Services to address the complex needs of Individuals, families, and communities impacted by mental illness and Substance Use Disorders and associated problems paid for, in whole or in part, by Substance Use, Prevention, Treatment, and Recovery Services Block Grant (“**SUPTRS BG**”) or Community Mental Health Services Block Grant (“**MHBG**”) funds awarded in this Agreement.

(2) **Definitions:** For use in this section:

- (a) **“Serious Mental Illness” or “(SMI)”** means an Individual 18 years of age or older who, within the past year, has had a diagnosable mental, behavioral, or emotional disorder that substantially interferes with their life and ability to function.
- (b) **“Serious Emotional Disturbance” or “(SED)”** means an Individual under the age of 18 who, within the past year, has had a diagnosable mental, behavioral, or emotional disorder that resulted in functional impairment that substantially interferes with or limits the child’s role or functioning in family, school, or community activities.

(3) **Population:**

- (a) County shall ensure that MHBG funds awarded through this Agreement are used to support Services for the MHBG Priority Populations:
 - i. Children with Serious Emotional Disturbance;
 - ii. Adults with Serious Mental Illness including Older Adults; and
 - iii. Individuals with SMI or SED in rural areas and who are experiencing homelessness.
- (b) County shall ensure that SUPTRS BG funds awarded through this Agreement are used to support Services for the SUPTRS BG Priority Populations:
 - i. Pregnant women with dependent children;
 - ii. Persons who inject drugs;
 - iii. Persons in need of recovery support Services for Substance Use Disorder;
 - iv. Individuals with a co-occurring mental illness and Substance Use Disorder;
 - v. Persons experiencing homelessness;
 - vi. Services for persons with SUD who have or are at risk of:
 - A. HIV/AIDS, designated states per CDC only; or

- (a)** Comply, and as indicated, require all Providers to comply with the Required Federal Terms and Conditions for Services funded in whole or in part by MHBG or SUPTRS BG funds;
- (b)** Allocate and expend no less than the minimum MHBG amount indicated in the Financial Assistance Award for Crisis Services;
- (c)** Allocate and expend no less than the minimum MHBG amount indicated in the Financial Assistance Award for EASA Services; and
- (d)** County shall ensure that MHBG or SUPTRS BG funds be directed toward the following purposes:

 - i.** To fund priority treatment and support Services for Individuals without insurance or who cycle in and out of health insurance coverage;
 - ii.** To fund those priority treatment and support Services not covered by Medicaid, Medicare or private insurance and that demonstrate success in improving outcomes and/or supporting recovery;
 - iii.** To fund universal, selective, and targeted prevention activities and Services;
 - iv.** To collect performance and outcome data to determine the ongoing effectiveness of Behavioral Health prevention, treatment, and recovery support Services and to plan the implementation of new Services on a nationwide basis. Additionally, SAMHSA strongly supports that states provide additional recovery support Services with SUPTRS BG funds beyond the scope of treatment programs currently available in most communities across the nation;
 - v.** To ensure Oregonians have access to a comprehensive, integrated physical and Behavioral Health Service array statewide that is inclusive and where Individuals can choose providers that best fit their needs and cultural preferences within their community;
 - vi.** To ensure that Individuals transitioning from a hospital level of care, including OSH, to community-based settings will be fully supported through care coordination, and inclusive Services and support;
 - vii.** To ensure that older adults who live in rural areas of Oregon receive accessible and affordable Services;
 - viii.** To ensure that Individuals have access to necessary Services and eliminate disparities in accessing care;
 - ix.** To foster healthy families and environments through integrated care that promotes equitable health and well-being, for pregnant and post-partum persons;
 - x.** To provide peer support services for Individuals transitioning between levels of care;

- xi. To promote and provide activities that support physical health, substance use treatment, and mental health Services for young adults 18-25; or
- xii. To increase prevention efforts including overdose, crisis response, and chronic disease prevention.

(5) Other Allowable Services (Subject to Availability of Funds): County may:

- (a) Promote participation by Individuals with SMI, SED, or Substance Use Disorders in shared decision making and self-direction of their Services;
- (b) Ensure access to effective culturally and linguistically appropriate Services for underserved populations including Tribes, racial and ethnic minorities, and LGBTQI+ Individuals;
- (c) Promote recovery, resiliency, and community integration for adults with SMI and children with SED and their families;
- (d) Prevent the use, misuse, and abuse of alcohol, tobacco products, illicit drugs, and prescription medications;
- (e) Conduct outreach to encourage Individuals injecting or using illicit and/or licit drugs to seek and receive treatment;
- (f) Provide early intervention Services for HIV at the sites at which Individuals receive Substance Use Disorder treatment Services;
- (g) Coordinate Behavioral Health Prevention, early identification, treatment and recovery support services with other health and social services;
- (h) Increase accountability for prevention, early identification, treatment, and recovery support activities through uniform reporting regarding substance use and abstinence, criminal justice involvement, education, employment, housing, and recovery support services;
- (i) Ensure access to a comprehensive system of care, including education, employment, housing, case management, rehabilitation, dental services, and health services, as well as Behavioral Health services; and
- (j) Provide continuing education regarding substance abuse prevention and Substance Use Disorder treatment services to any facility or program receiving amounts from the SUPTRS BG for such activities or Services.

(6) Required Metrics: County shall be in Substantial Compliance with the following requirements:

- (a) Reduce the rate at which Individuals with a Mental or Emotional Disturbance or a Substance Use Disorder are admitted to the emergency room.
- (b) SUD treatment Services are made available to Individuals who are pregnant or post-partum and request such Services.
- (c) Ensure Individuals have a culturally responsive healthcare provider.

h. Invoiced Services

- (1) Description:** Services eligible for reimbursement through Part C funds identified in Exhibit C.

(2) Invoiceable Services: County may invoice OHA for:

(a) Mental Health Residential Services:

- i. Daily Service rate for mental health residential treatment Services provided to adults age 18 years old or older in a secure residential treatment facility, residential treatment facility, or residential treatment home licensed under [OAR Chapter 309 Division 35](#), who:
 - A.** Are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid Services, including those who meet the criteria for Citizen Alien Waived Medical Program; or
 - B.** Have been ordered by a court or PSRB to receive Services in a level of care for which the Individual does not meet medical necessity.
- ii. Daily Service rate for mental health residential treatment Services provided to young adults in transition (YAT) age 17 through 25 years old in a YAT residential treatment home licensed under [OAR Chapter 309 Division 35](#) who:
 - A.** Are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid Services, including those who meet the criteria for citizen alien waived medical program; or
 - B.** Have been ordered by a court to receive Services in a level of care for which the Individual does not meet medical necessity.

(b) Room and board for:

- i. Adults age 18 years old or older with limited or no income residing in a secure residential treatment facility, residential treatment facility, or residential treatment home licensed under [OAR Chapter 309 Division 35](#); and
- ii. YAT age 17 through 25 years old with limited or no income residing in a YAT residential treatment home licensed under [OAR Chapter 309 Division 35](#).
- iii. Adults age 18 years old or older with limited or no income residing in adult foster home licensed under OAR Chapter 309 Division 40.**

(c) Personal Incidental Funds for:

- i. Adults age 18 years old or older with limited or no income residing in a secure residential treatment facility, residential treatment facility, or residential treatment home licensed under [OAR Chapter 309 Division 35](#); and
- ii. YAT age 17 through 25 years old with limited or no income in a YAT residential treatment home licensed under [OAR Chapter 309 Division 35](#).
- iii. Adults age 18 years old or older with limited or no income residing in adult foster home licensed under OAR Chapter 309 Division 40.**

(d) Reimbursement rates for Services provided to adults age 18 years or older in an adult foster home licensed under OAR Chapter 309

Division 40, who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program.

(e) PSRB Security and Supervision Services

- i. Security services as identified in the PSRB conditional release order, which are not medically necessary Services but are required for the safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs identified in the security services matrix below:

Security Services Matrix (Community)	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- ii. Supervision services are non-medically necessary Services that are necessary for an Individual to maintain compliance with terms set by a court or other supervising authority. Supervision services include, but are not limited to:
 - A. Additional staffing (utilizing the Intensive Rate Review process through the Rate Review Committee);
 - B. Assessment or evaluation (including evaluations ordered beyond typical monitoring required by the PSRB;
 - C. Outpatient treatment;
 - D. Polygraph ;
 - E. GPS monitoring equipment and software;
 - F. Transportation;
 - G. Medical Services and Medications;
 - H. Rental Assistance;
 - I. Costs associated with obtaining or continuing representative payee or guardianship services.

(3) Invoice Requirements: ~~Invoices must be submitted by email to BHD.Contracts@oha.oregon.gov using the BHD's forms and procedures available at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.~~ **Invoices must be submitted via Power Pages BHD Invoice Tracker portal using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.**

4. Reporting Requirements

- a. County shall:
 - (1) Prepare a Local Plan and Budget using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit a draft Local Plan and Budget

April 1, 2027 for the 2027-2029 biennium electronically, to CFAA.Administrator@oha.oregon.gov no later than April 1, 2027 for review and approval by OHA electronically, to CFAA.Administrator@oha.oregon.gov no later than by June 30, 2027.

- (2) Prepare the 2026-2027 CFAA Quarterly Report using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the 2026-2027 CFAA Quarterly Report electronically, to CFAA.Administrator@oha.oregon.gov no later than 45 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.
- (3) Prepare Annual CFAA Financial Expenditure reports using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the Annual CFAA Financial Expenditure reports, to CFAA.Administrator@oha.oregon.gov no later than September 30, 2026 45 calendar days following the end of each state fiscal year (July 1 through June 30) for which Financial Assistance is awarded through this Agreement.
- (4) Prepare and submit monthly aid & assist reports using forms and procedures prescribed by OHA located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. no later than 14 calendar days following the end of each subject month for which Financial Assistance is awarded through this Agreement.
- (5) Prepare a quarterly MCIS report using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly MCIS report electronically, to Compass.Support@odhsoha.oregon.gov no later than 30 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.
- (6) Prepare a quarterly MRSS report using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly MRSS report electronically, to Compass.Support@odhsoha.oregon.gov no later than 30 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this Agreement.
- (7) Prepare quarterly EASA data using forms and procedures prescribed by OHA, located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall submit the quarterly EASA data electronically, to Oregon Health & Science University using the EASA RedCap Data System at <https://octri.ohsu.edu/redcap/> no later than 15 calendar days following the end of each subject quarter for which Financial Assistance is awarded through this agreement. Instructions for data entry into RedCap are located at <https://www.easacommunity.org/resources-for-professionals.php>.

5. **Financial Assistance Calculation, Disbursement, and Confirmation Requirements**
 - a. **OHA provides funding for Services through Part A, B, or C awards.** The award type is identified in Exhibit C, “Financial Assistance Award,” on lines in which column “Part ABC,” contains an “A” for Part A award, a “B” for Part B award, and a “C” for Part C award:
 - (1) Funds awarded to County or Provider are subject to the following:
 - (2) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation and Disbursement” section, Financial Assistance requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate funding” means the total of all funding authorized in Exhibit C, “Financial Assistance Award.” The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding received by County or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this Financial Assistance agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR funding is used to provide additional Service – increasing capacity.
 - (3) County must make reasonable efforts to obtain payment first from other resources consistent with [OAR 410-120-1280](#). County is obligated to report to OHA, by email at BHD.Contracts@oha.oregon.gov, any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:
 - (a) OHA Contract name and number;
 - (b) Client name and date of birth;
 - (c) Service for which payment was received;
 - (d) Date of Service covered by payment;
 - (e) Date of TPR payment received by County or Service Provider; and
 - (f) Amount of payment.
 - (4) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
 - (5) At no time will OHA pay above the Medicaid rate.
 - (6) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” section of this Agreement or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide funding for Services, or termination of County’s obligation provide Services.
 - b. **Part A awards:**
 - (1) OHA provides Financial Assistance for Services through Part A awards for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with [OAR 410-172-0600 through 410-172-0860](#) (Medicaid Payment for Behavioral Health), and [OAR 943-120-0310 through 943-120-0320](#) (Provider Rules).

- (2) Calculation of Financial Assistance: OHA will provide Financial Assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (3) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and
 - (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS the state mandated data system and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections or applicable special conditions.
- c. **Part B awards:** [Reserved – Not currently in use]
- d. **Part C awards:**
 - (1) Part C awards are calculated and applied as follows:
 - (a) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to BHD.Contracts@oha.oregon.gov, with the subject line "Invoice, contract # (your contract number), contractor name."
 - (b) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee

Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

- (c) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

e. **Confirmation of Performance Requirements:**

- (1) OHA uses Confirmation of Performance requirements at the end of each contracting period.
- (2) County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements section, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services fall and subject to the terms and limitations in this Agreement.

ATTACHMENT 2

EXHIBIT C

Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M1383

CONTRACT#: 054297

CONTRACTOR: MARION COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

PROJ			EFFECTIVE	SLOT	OPERATING		STARTUP PART	PART	PAAF	CLIENT			
SE#	FUND	CODE	CPMS PROVIDER	DATES	CHANGE/TYPE	RATE	DOLLARS	DOLLARS ABC	IV	CD	BASE	CODE	SP#
FISCAL YEAR:			2025-2026										
BASE			MH GENERAL FUND										
500	804	MHGF	1/1/2026-6/30/2026	0	/NA	\$0.00	\$5,475,790.60	\$0.00	A	1	Y		2
BASE			MH GENERAL FUND										
500	804	MHGF	1/1/2026-6/30/2026	0	/NA	\$0.00	-\$5,430,207.83	\$0.00	A	1	Y		1
TOTAL FOR SE# 500							\$45,582.77	\$0.00					
TOTAL FOR 2025-2026							\$45,582.77	\$0.00					
FISCAL YEAR:			2026-2027										
BASE			MH GENERAL FUND										
500	804	MHGF	7/1/2026-6/30/2027	0	/NA	\$0.00	\$11,140,629.67	\$0.00	A	1	Y		2
BASE			MH GENERAL FUND										
500	804	MHGF	7/1/2026-6/30/2027	0	/NA	\$0.00	-\$11,049,464.12	\$0.00	A	1	Y		1
TOTAL FOR SE# 500							\$91,165.55	\$0.00					
TOTAL FOR 2026-2027							\$91,165.55	\$0.00					
TOTAL FOR M1383 054297							\$136,748.32	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MARION COUNTY
DATE: 08/27/2026

Contract#: 054297
REF#: 002

REASON FOR FAAA (for information only):

The purpose of this amendment is to award funding for Aid & Assist Fund 804 (Mental Health General Funds) and award funding for new Fund 820 (Civil Commitment) while moving Funds from 806 (Mental Health New Investments) to Fund 804 (Mental Health General Funds) and also incorporating language changes to the base CFAA agreement.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- | | |
|-------|--|
| M1339 | 1 The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed. |
| M1339 | 2 Special Condition #M1310 in Base Agreement regarding Fund 806 applies. |

Attachment 3**EXHIBIT G****REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 2 of Exhibit F, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws.

1. **Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement:
 - a. Title VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Americans with Disabilities Act of 1990, as amended;
 - d. Executive Order 11246, as amended;
 - e. The Health Insurance Portability and Accountability Act of 1996, as amended;
 - f. The Age Discrimination in Employment Act of 1967, as amended;
 - g. The Age Discrimination Act of 1975, as amended;
 - h. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
 - i. All regulations and administrative rules established pursuant to the foregoing laws;
 - j. All other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and
 - k. All federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** [RESERVED]

3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending, or future Federal, State, or local tax increase,

or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and

recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** County shall comply and require all Providers to comply with the

following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to Clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide Services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe County or County's employee, officer, agent, or Provider has used a controlled substance, prescription or non-prescription medication that impairs County or County's employee, officer, agent, or Provider's performance of essential job function or creates a direct threat to Clients or others. Examples of abnormal behavior include, but are not limited to hallucinations, paranoia, or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

- 10. Pro-Children Act.** County shall comply and require all Providers to comply with the Pro- Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the Services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a) (27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (1)(68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.

14. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste, and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent, or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery, & Prevention Services for Counties receiving Substance Use Prevention, Treatment,

and Recovery Services (SUPTRS) Block Grant funds.

a. Order for Admissions:

- (1) Pregnant women who inject drugs;
- (2) Pregnant substance abusers;
- (3) Other Individuals who inject drugs; and
- (4) All others.

b. Pregnant Women. If County provides any Addiction Treatment, Recovery, & Prevention Services, County must:

- (1) Within the priority categories, if any, set forth in Exhibit B - Service Descriptions, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;
- (2) If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
- (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

c. Intravenous Drug Abusers. If County provides any Addiction Treatment, Recovery, & Prevention Services, County must:

- (1) Within the priority categories, if any, set forth in Exhibit B - Service Descriptions and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
- (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
- (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to County is made;
 - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours

after such request; or

- (c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from County of the Individual's residence that is referring the Individual to residential Services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment Services, if necessary, within 48 hours.

- (d) **"Interim Services"** as described in 45 CFR §96.121, means:

- i. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Interim Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
- ii. Referral for HIV or TB treatment Services, where necessary; and
- iii. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider's Services.
- iv. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage Individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.

- d. **Infectious Diseases.** If County provides any Addiction Treatment, Recovery, & Prevention Services, County shall:

- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted

diseases, based on protocols established by OHA, for every Individual seeking Services from County; and

- (2) Routinely make tuberculosis Services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
- (3) For purposes of (2) above, "tuberculosis Services" means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment Services.
- e. **OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, within the priority categories, if any, set forth in Exhibit B - Service Descriptions and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention Service delivery to persons referred by OHA.
- f. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention Service due to culture, gender, language, illiteracy, or disability, County shall develop support Services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging Clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- g. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- h. **Oregon Residency.** Addiction Treatment, Recovery, & Prevention Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.

- i. **Tobacco Use.** If County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
- j. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery, & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery, & Prevention Service to that Individual.

16. **Community Mental Health Block Grant (MHBG)** funds, if any, awarded under this Agreement are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.

17. **Substance Use Prevention, Treatment, and Recovery Support Services (SUPTRS BG).** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Use, Prevention, Treatment, and Recovery Services Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Use, Prevention, Treatment, and Recovery Services Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment Services, County shall comply with the confidentiality requirements of 42 CFR Part 2. County may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

18. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at:
<https://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.

19. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision

adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters [279A](#), [279B](#), and [279C](#) or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this exhibit, are, to the extent applicable, obligations of recipient, and recipient shall also include these contract provisions in its contracts with non-Federal entities.

20. **Harm Reduction Activity Restrictions.**

County shall comply with, and shall require all subcontractors to comply with, the following restrictions on the use of federal funds:

- a. **Federal funds may not be used, directly or indirectly, including through cost-sharing, matching funds, or reimbursement, to support any “harm reduction” or “safe consumption” activities that facilitate illegal drug use. Prohibited activities include, but are not limited to:**
 - i. **Purchase, distribution, or support for any drug paraphernalia, including syringes or needles for illicit drug injection; pipes or supplies for safer-smoking kits; fentanyl test strips or any other substance-testing strips or kits, including xylazine or medetomidine test strips; or any other supplies, materials, or equipment that promote or facilitate drug use.**
 - ii. **Any overdose hotline or similar service whose primary purpose is to enable drug use by providing real-time, virtual, or phone-based accompaniment.**
 - iii. **Any supplies or services that promote or facilitate drug use and are not expressly permitted under federal guidance.**
- b. **These restrictions do not prohibit funding for legally permissible, evidence-based activities such as distribution of overdose-prevention or response supplies (including naloxone or nalmefene) or other infectious-disease-prevention services.**
- c. **These restrictions do not apply to law enforcement, emergency medical services, public health officials, or healthcare professionals using drug**

testing technologies in the regular course of discharging their professional duties, or as specifically authorized by the federal program statute.

21. Alignment with SAMHSA Mission and Strategic Priorities.

All activities funded under this Agreement must be implemented in a manner consistent with the mission and strategic priorities of the Substance Abuse and Mental Health Services Administration (SAMHSA). All federally funded activities must advance the protection and improvement of the health and well-being of individuals and communities as reflected in SAMHSA's strategic priorities. County must demonstrate ongoing alignment with SAMHSA's mission and priorities through program design, implementation, reporting, and evaluation for the duration of the award. SAMHSA may modify its priorities from time to time, and County and all subrecipients must maintain compliance with any such updates. SAMHSA's current mission and strategic priorities are available at: <https://www.samhsa.gov/about/strategic-priorities>. Failure to maintain alignment may result in corrective action measures permitted under federal law.

22. Medication-Assisted Treatment (MAT) and Medications for Opioid Use Disorder (MOUD).

County shall comply with the following requirements regarding the use of federal funds for Medication-Assisted Treatment (MAT) and Medications for Opioid Use Disorder (MOUD):

SAMHSA funding should be used to provide comprehensive treatment and recovery support services rather than medication-only models for opioid use disorder. Services should include medications, where clinically indicated, in conjunction with psychosocial and other treatment and recovery support services. Funding can also be used to support individualized tapering and discontinuation of medications when clinically indicated.

Upon achieving stability in treatment and building sufficient recovery support, *and at least annually*, clinicians should engage in a discussion with patients to assess treatment and recovery goals and the continued use of medications. Continuation should be evaluated on an individual basis, taking into consideration progress toward treatment goals, stability in treatment, recovery capital, and patient preference.

When a shared decision to discontinue medication is made, discontinuation should be a gradual process with intensified support and monitoring to guard against resumption of drug use and done in the context of ongoing comprehensive care.

SAMHSA funding should be used to provide training to clinicians and other behavioral health providers on the clinically appropriate use of medications in the treatment of substance use disorders, including options for safe tapering and discontinuation when clinically indicated, and regular, at least annual, reviews for continuing treatment. This training should include strategies to support shared decision-making by ensuring patients are fully informed of the risks and benefits of medication treatment initiation, continuation, and discontinuation. Training must ensure providers educate patients about and facilitate access to comprehensive substance use treatment and recovery support services.

Training should include tools to support the development of individualized comprehensive treatment plans with patients that include consideration of medication treatment duration, and tapering and discontinuation, as clinically indicated based on the patients individual circumstances, recovery, and preferences.

Failure to comply with the programmatic requirements found in at the April 24, 2026 Dear Colleague Letter, located at: <https://www.samhsa.gov/sites/default/files/dear-colleague-letter-mat-moud-guidance.pdf>, may result in enforcement actions consistent with 42 U.S.C 300x 55.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/14/26

Department: Legal Counsel

Title: Request For Board Approval To Buyout Property

Management Update/Work Session Date: 10/06/26 Audio/Visual aids ☐

Time Required: 15 min Contact: Steve Elzinga Phone: (503) 588-5220

Requested Action: Request for Board approval to buy out nine (9) properties from class action requirements.

Issue, Description & Background: There was a change in the law in 2025 (HB 2089), brought about by a case holding in Hennepin County, Minnesota (Tyler v. Hennepin County, 598 U.S. 631 (2023)), whereby counties were required to restore the prior owners with the surplus following a sale of tax foreclosed property. Marion County was part of a class action, which has now been settled. Since the Court approved the class action settlement, and neither objections nor opt-outs may be filed, the county would like to purchase nine small properties for \$27,522 per the terms of the settlement. This will be more efficient than selling these properties at auction.

Financial Impacts: Estimated \$27,522.

Impacts to Department & External Agencies: This will require work by the Finance Department, with support from legal. No expected impact to external agencies.

List of attachments: Proposed Board Order

Presenter: Steve Elzinga

Department Head Signature: Steve Elzinga

 Digitally signed by Steve Elzinga
Date: 2026.09.29 13:27:49 -07'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of nine foreclosed)
properties to be bought out by)
Marion County)

Order No.

This matter came before the Board of Commissioners at its regularly scheduled public meeting on October 14, 2026 to consider the matter of disposing of nine foreclosed properties by virtue of buying them out via the terms of the Class Action Settlement in *Martin Lynch, et al. v. Multnomah County, et al.*, Case No. 3:23-cv-01502-IM.

WHEREAS, the Board finds that the properties listed in Exhibit A have been foreclosed upon and are subject to the Class Action Settlement;

WHEREAS, the Class Action Settlement received final federal court approval on September 17, 2026;

WHEREAS, the Board finds that it has the authority to buy out the nine properties for the amounts specified in Exhibit A pursuant to the Class Action Settlement and the Court's Order Granting Final Approval of the Settlement;

WHEREAS, many of the properties at issue are unlikely to be disposed of effectively at auction, although some may be sold by other means after they are bought out and some may be of use to the County; and

WHEREAS, it is in the public interest to buy out all nine properties for which buy-out is available;

NOW, THEREFORE, IT IS HEREBY ORDERED that the Chief Administrative Officer is delegated authority to execute the necessary documents, and provide the required funds in order to execute the acquisition of the properties listed on Exhibit A for the amounts specified therein.

DATED at Salem, Oregon, this _____ day of _____ 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Exhibit A

The following properties shall be bought out by the County:

Location	Map Tax Lot	Redemption ended	“Buy Out” AV redemption ended
0 YORKSHIRE CT SE SALEM, OR, 97317	072W32CB09100	2021.12.23	\$220.00
NO ADDRESS –TURNER, OR, 97392	092W340000102	2022.12.28	\$2,330.00
NO ADDRESS – SALEM, OR, 97306	093W080001000	2022.12.28	\$7,910.00
NO ADDRESS – SALEM, OR, 97306	093W080000700	2022.12.28	\$11,030.00
NO ADDRESS – JEFFERSON, OR, 97352	103W12BB05601	2023.11.23	\$3,920.00
49600 N. SANTIAM HWY SE IDANHA, OR, 97350	106E22AB00300	2018.10.31	\$380.00
NO ADDRESS – SALEM, OR, 97302	083W08C001100	2018.10.31	\$1,730.00
NO ADDRESS – INDUSTRIAL MACHINERY	081W32D000400A1	2022.12.28	\$0.00 / \$1
Tenant Property Reverted to Landlord	083W12A000804A2	2020.10.02	\$0.00 / \$1
		TOTAL	\$27,522.00



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/14/26

Department: Legal Counsel

Title:

Updated Facilities Use Policy

Management Update/Work Session Date: 10/6/2026 Audio/Visual aids ☐

Time Required: 5 min Contact: Steve Elzinga Phone: (503) 588-5220

Requested Action:

Approve the updated Facilities policy, No. 801, and associated policies and forms.

Issue, Description
& Background:

The county's Facilities policy has not been updated in at least three years. With the election approaching, this is a good time to update the policy to further the safety and security of residents and employees of Marion County, the patrons of the elections and voting infrastructure, individuals seeking health services, and those who come to county offices to pay property taxes, obtain marriage licenses, and for other various reasons.

The revised policy adds specificity to the regulated conduct (no blocking hallways, restrooms, etc.), adds a reference to capacity limitations, and confirms that the County to trespass those who act in contravention of the policy. New, aligning procedure and forms are also proposed.

Financial Impacts:

None

Impacts to Department
& External Agencies:

No new impacts to county Departments. No known impact on External Agencies.

List of attachments:

Proposed Updated Policy 801; Associated Procedure and Forms; Proposed Board Order

Presenter:

Steve Elzinga

Department Head
Signature:

Steve Elzinga

Digitally signed by Steve Elzinga
Date: 2026.09.30 12:36:39 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Approval of an)
Updated Facilities Policy, No. 801)
and associated procedure and forms)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting Wednesday, October 14, 2026, to consider adopting an updated Facilities Use Policy No. 801, Procedure 801-A, and Forms 801-F1 to 801-F7.

WHEREAS, the policy has not been updated for at least three (3) years; and

WHEREAS, changes are necessary to continue promoting the safety and security of employees, building patrons, and those visiting county facilities for many reasons; and

WHEREAS, the Board finds it appropriate to adopt the updated Policy No. 801 as well as the aligned Procedure 801-A and Forms 801-F1 to 801-F7;

NOW THEREFORE, IT IS HEREBY ORDERED that revised Policy 801, Procedure 801-A, and Forms 801-F1 to 801-F7 be adopted and implemented upon the execution of this Order.

DATED at Salem, Oregon, this 14th day of October 2026

MARION COUNTY BOARD OF COMMISSIONERS

Colm Willis, Chair

Kevin Cameron, Vice Chair

Danielle Bethell, Commissioner

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES



Marion County
OREGON

ADMINISTRATIVE POLICIES

SECTION: 800 – Property Management		POLICY #: 801
TITLE: Scheduling and Use of Marion County Facilities		PROCEDURE #: 801-A
		FORMS: 801-F1 thru 801-F7
		ORDER #: 07-280
DEPT: Business Services		DIVISION: Facilities Management
ADOPTED: 2/81	REVIEWED: 10/26	REVISED: 10/26

- PURPOSE:** To establish policy for the scheduling and use of Marion County facilities. The facilities are available primarily for Marion County departments and their related programs. To the extent possible, as a public entity, Marion County is accessible to community groups and organizations as space allows and the needs are compatible with the County's mission and goals.
- AUTHORITY:** The Marion County Board of Commissioners may establish rules and regulations in reference to managing the interest and business of the county under ORS 203.010, 203.035 and 203.111.
- APPLICABILITY:** This policy applies to all users of County facilities and all areas that are part of County facilities, regardless of whether a space can be reserved, and including but not limited to publicly accessible areas like lobbies and hallways. County facilities include Courthouse Square and all property owned, leased, managed, or otherwise controlled wholly or partially by the County, except that use of any leased property is subject to terms of the lease agreement if there are any conflicts.
- GENERAL POLICY:** It is the general policy of Marion County to ensure safe, secure, and appropriate uses for Marion County facilities. This policy sets priorities for facilities usage, defines scheduling procedures, and establishes charges (if any) for facility use.
- POLICY GUIDELINES:**
- 1.1 Scheduling must occur with the departments having jurisdiction over the room or facility. As such, the applicable department is in charge of ensuring the scheduling and planning is completed in accordance with the applicable Oregon Administrative Rules, Oregon Revised Statutes, as well as State and local rules.
 - 1.1.1 Activities in no way violate the purposes, property, policies, procedures, regulations as well as local, state, and federal laws. All organizations are expected to follow the rules and regulations governing the specific facility being used. Permission to use the facility does not imply endorsement, sponsorship, or support by Marion County.

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES

- 1.1.2 Sponsoring individuals or organizations are the people or groups who request the space and are therefore financially responsible for paying fees, deposits, and repair charges for using Marion County facilities.
- 1.1.3 Marion County employees cannot use their privilege as employees to reserve facilities for non-county use.
- 1.1.4 For the Senator Hearing Room, Salem, and Aurora conference rooms located in the Courthouse Square building, jurisdiction is shared equally between Marion County and the Salem Area Mass Transit District (Cherriots). The scheduling of Marion County and Salem Area Mass Transit District (Cherriots) meetings, events, and Board Sessions have the highest priority in the Senator Hearing Room and related conference rooms (Salem and Aurora).
- 1.1.5 For the purpose of efficiency, scheduling of these rooms may be delegated to one entity that uses or schedules the conference rooms on a regular basis. Marion County Board's Office schedules the use of the Senator Hearing Room and related conference rooms.
- 1.2 Priority for facility use will be in the following order:
 - 1.2.1 Marion County and, if in Courthouse Square, Salem Area Mass Transit District (Cherriots). (See 1.1.5 above)
 - 1.2.2 Other government entities and collaborative groups may request usage through the department head or elected official having jurisdiction over the space.
 - 1.2.3 Additionally, non-profit corporations or groups, including community organizations, hobby/youth groups and clubs, educational, counseling or support groups or homeowners' associations.
- 1.3 Use of rooms or facilities is only allowed during a department's regular working hours, with exceptions for after-hour usage with the approval of the department head for the department having jurisdiction of the room or facility.
 - 1.3.1 Generally, once space has been reserved and confirmed, groups will not be rescheduled or moved. However, Marion County reserves the right, as its discretion, to move any group to another facility or reschedule an event to accommodate the needs of groups assigned a higher use priority by this policy or due to safety and security reasons.
 - 1.3.2 Marion County is scheduled to be closed for 10 designated holidays (<https://www.co.marion.or.us/HR/Pages/paidtimeoff.aspx>)
 - 1.3.3 Outdoor events with amplification must comply with local sound ordinance and Marion County policy.
- 1.4 Use, sale, purchase, possession, distribution, manufacture, or consumption of alcoholic beverages in any county facility, its adjacent grounds or parking lots is strictly prohibited.
 - 1.4.1 An exception is made when the alcohol containers are sealed and in a private

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES

vehicle or are purchased or collected in conjunction with a Marion County authorized fundraiser. (See Policy 518 Drug & Alcohol-Free Workplace)

- 1.5 Smoking, vaping, smokeless tobacco, and marijuana are strictly prohibited in all facilities and grounds. Additionally, per ORS 433.835-870, no smoking or vaping within 10 feet of building entrances, exits, windows, accessibility ramps or air intake vents.
- 1.6 A deposit for the reasonable cost of security and cleaning may be charged to room and facility users. If a dispute arises as to whether a charge is reasonable, the person requesting use of the facility may request review by the Chief Administrative Officer (CAO) whose decision shall be final.
- 2.0 No activity that may be disruptive to others present in the building will be allowed, for example, those involving loud music, loud noises, or offensive smells.
- 3.0 During the times an area or building is open to the public, no loitering is allowed nor activity that blocks or impedes public access to public walkways, parking areas, building entrances, and all public areas throughout and within a County facility. Likewise, no activity is allowed that blocks or in any way impedes County employee access to employee parking areas, building entrances, and all areas throughout and within a County facility that an employee needs to access consistent with that employee's work assignment and security access. This paragraph includes not blocking or impeding, in any manner even if temporary, the ingress and egress of any area or space in a County facility, including but not limited to any access point to a building, hallway, office, restroom, conference room, lobby, workstation, ballot drop box, payment or other drop box, accessibility ramp, stairway, and elevator.
- 4.0 No function will be allowed which violates any Marion County policies, ordinances, city ordinances (if within city limits) or state statutes. No activity that exceeds legal occupancy or violates the fire code will be allowed.
- 5.0 The department head with jurisdiction over the room or facility, or the County's Risk Manager, reserves the right to deny use of the facility or to require proof of general liability insurance if the proposed function is deemed to pose significant risk to the county, its employees, officials, other persons, or property. General liability insurance must be endorsed to name Marion County as an additional insured on the policy issued by a carrier authorized to do business in the state of Oregon, subject to approval by the Risk Manager. If the event takes place in Courthouse Square, the Salem Area Mass Transit District and Courthouse Square Condominium Association will be named additional insured, as well.
- 6.0 Department heads are responsible for developing procedures for the use of facilities and rooms within their jurisdictions pursuant to the guidelines set out in this policy.
 - 6.1 After use, Department Heads or their representative(s) are to inspect and ensure that the facility and rooms within their purview are left clean, without damage, and in the original configuration as designated for each room.
- 7.0 Related Laws and Policies
 - 7.1 All groups must comply with all local, state and federal laws as well as pertinent Marion County Policies such as but not limited to noise ordinances, occupancy limitations,

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES

freedom of expression areas, alcohol, smoking solicitation, weapons, political activities, filming, and special event security. Marion County Administrative Policies and Procedures can be found at: <https://www.co.marion.or.us/BOC/Pages/policies.aspx>

- 8.0 Any person who violates this policy is subject to trespass, employment disciplinary action, and other remedies.
- 9.0 This policy will be reviewed at least every three years, or more often if needed, and updated as necessary.

Reviewed: 10/26



TITLE:	Scheduling and Use of Marion County Facilities	PROCEDURE #:	801-A
DEPT:	Business Services	EFFECTIVE DATE:	11/26
ADOPTED: 2/81	REVIEWED: 10/26	REVISED: 10/26	

OBJECTIVE: To establish a consistent administrative process for scheduling, reviewing, approving, monitoring, and closing out use of Marion County facilities under Policy 801. It is intended to support departments that have jurisdiction over a room or facility and to provide a common set of forms and records.

REFERENCE: The controlling source is Policy 801. Where a conflict exists, Policy 801 and applicable law control.

POLICY STATEMENT: It is the policy of Marion County to ensure safe, secure, and appropriate uses for its facilities.

APPLICABILITY: The procedures apply to all users of County facilities and all areas that are part of County facilities, including publicly accessible areas such as lobbies and hallways. County facilities include Courthouse Square and property owned, leased, or otherwise controlled wholly or partially by the County.

PROCEDURES:

1. Roles and Responsibilities

Role	Primary responsibilities
Department Head / Designee with Jurisdiction	Owns the scheduling decision for the room/facility; establishes facility-specific procedures; approves after-hours use; determines whether proposed use complies with Policy 801 and applicable rules; may deny or require changes; ensures post-use inspection.
Facilities Management	Provides implementation guidance, maintains countywide templates as appropriate, and supports departments with facility-use issues that cross departmental or facility boundaries.
Facility Scheduler / Department Representative	Receives requests; confirms availability; collects required information; applies the priority order; coordinates setup/access; maintains the scheduling record and required approvals; communicates conditions to the user.

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES

Role	Primary responsibilities
Risk Manager	May deny use or require proof of general liability insurance when a proposed function is deemed to pose significant risk; reviews insurance documentation and required additional-insured endorsements.
CAO	Provides final review of a dispute regarding whether a security/cleaning deposit or charge is reasonable.
County Board's Office	Schedules the Senator Hearing Room and related Courthouse Square conference rooms under the delegation identified in Policy 801.
Sponsoring Individual/Organization	Provides accurate event information; is financially responsible for applicable fees, deposits, and repair charges; follows facility rules and all applicable laws; restores the space or pays applicable charges.

2. Standard Facility Use Procedure

2.1. Receive and document the request

The scheduler should use the Facility Use Request Form for every non-routine reservation or use request. The request should identify:

- | | |
|---|---|
| ☐ requesting organization/person | ☐ setup and equipment needs |
| ☐ event/activity and purpose | ☐ contact person |
| ☐ requested date and time | ☐ whether food, amplified sound, outdoor activity, or other special activity is proposed |
| ☐ estimated attendance | |
| ☐ room/area requested | |

Employee requests for non-County use must be treated as requests from the sponsoring individual/organization; County employees may not use their employee privilege to reserve facilities for non-County use.

2.2. Confirm jurisdiction and availability

Before confirming a request, the scheduler identifies the department or entity with jurisdiction over the room/facility and confirms that the requested date/time is available.

For the Senator Hearing Room and related Salem/Aurora conference rooms at Courthouse Square, Marion County and Cherriots meetings, events, and Board Sessions have the highest priority. The County Board's Office schedules those rooms under the policy's delegation.

Do not treat a calendar entry as final approval until the required review and approvals are complete.

2.3. Apply the facility-use priority order

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES

Priority	Eligible use
1	Marion County and, at Courthouse Square, Salem Area Mass Transit District (Cherriots).
2	Other government entities and collaborative groups, through the department head or elected official who has jurisdiction.
3	Non-profit corporations or groups, including community organizations, hobby/youth groups and clubs, educational, counseling or support groups, and homeowners' associations.

If two requests compete for the same space and time, the scheduler should document the priority category relied upon and elevate any unusual or disputed situation to the department head.

2.4. Conduct compliance screening

Before approval, the scheduler and department representative should screen the proposed activity against the following requirements:

- ☐ Activity is compatible with the purpose of the facility and does not violate County policy/procedure.
- ☐ Expected attendance does not exceed legal or posted occupancy limits. (Contact Facilities for limits)
- ☐ Activity will not block or impede public or employee access, including entrances, exits, hallways, restrooms, elevators, ramps, stairs, workstations, parking areas, drop boxes, or other access points.
- ☐ Activity will not create prohibited disruption such as loud music, loud noises, or offensive smells.
- ☐ Outdoor amplified activities comply with applicable local sound requirements and County policy.
- ☐ Alcohol restrictions are acknowledged and will be enforced.
- ☐ Smoking, vaping, smokeless tobacco, and marijuana restrictions are acknowledged and will be enforced.
- ☐ Any special risk has been identified and referred to the Risk Manager when appropriate.
- ☐ Any required insurance documentation has been received and accepted before final approval.

2.5. Determine whether after-hours approval is required

Use is generally limited to a department's regular working hours. Any after-hours use requires approval from the department head for the department having jurisdiction. The approval should identify the authorized date/time, responsible contact, access arrangements, and any security, cleaning, or staffing requirements.

2.6. Determine security/cleaning deposit or other charges

A deposit may be charged for the reasonable cost of security and cleaning. The amount and basis should be documented before the event whenever practicable. The sponsor should be informed that repair charges may also be assessed for damage.

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES

If the sponsor disputes whether a charge is reasonable, the sponsor may request review by the CAO, whose decision is final under Policy 801.

2.7. Risk and insurance review

The department head with jurisdiction or the Risk Manager may deny use or require proof of general liability insurance when the proposed function is deemed to pose significant risk to the County, employees, officials, other persons, or property.

When insurance is required, the certificate/policy must be from a carrier authorized to do business in Oregon and must endorse Marion County as an additional insured, subject to Risk Manager approval. For events at Courthouse Square, Cherriots and the Courthouse Square Condominium Association must also be named as additional insureds.

Use the Risk/Insurance Review Form (Procedure Form 801-F3) and retain the insurance documentation with the reservation record.

2.8. Issue written confirmation

The confirmation should state, at minimum:

- | | |
|--|---|
| ☐ facility/room | ☐ deposit/fee requirements |
| ☐ date and approved time | ☐ insurance requirements |
| ☐ event/activity | ☐ key/fob/access arrangements |
| ☐ maximum attendance or occupancy limit if applicable | ☐ prohibited activities and facility rules |
| ☐ approved setup/access instructions | ☐ cleanup and restoration requirements |
| ☐ after-hours approval if applicable | ☐ County's right to relocate/reschedule for higher-priority use or safety/security reasons |

Permission to use a facility does not imply County endorsement, sponsorship, or support.

2.9. Day-of-event controls

The responsible department representative should confirm that the event is being conducted within the approved conditions. For higher-risk or unusual events, the department may require an on-site representative.

If an event creates immediate safety, security, access, occupancy, or policy concern, staff should address the issue promptly and may stop or require modification of the activity consistent with County authority.

2.10. Post use inspection and closeout

After use, the department head or representative must inspect the facility and ensure that the space is clean, undamaged, and returned to its designated original configuration.

- | | |
|--|---|
| ☐ room configuration restored | ☐ tables/chairs/equipment returned |
| ☐ trash/debris removed | ☐ damage documented |

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES

- ☐ access devices returned/deactivated as applicable
- ☐ security/cleaning services completed

- ☐ deposit disposition documented
- ☐ repair charges documented and communicated

Use the Facility Post-Use Inspection and Closeout Form Procedure Form 801-F5.

3. Consistent Decision-Making Guide

Question	If YES	If NO
Is the request from Marion County or Cherriots for Courthouse Square?	Apply Priority 1 and confirm jurisdiction/scheduling process.	Continue to next priority category.
Is the request from another government entity/collaborative group?	Apply Priority 2 and obtain department head/elected official approval as applicable.	Continue to next priority category.
Is the request from a qualifying nonprofit/community group?	Apply Priority 3, subject to space availability and compliance.	Refer to department head for determination rather than making an informal commitment.
Is the proposed use after regular working hours?	Obtain department head approval before confirming.	Continue normal scheduling process.
Does the event present significant risk?	Refer to Risk Manager and consider denial/insurance requirement.	Continue standard review.
Could the activity block access, exceed occupancy, create prohibited disruption, or violate law/policy?	Do not confirm until the issue is resolved or the request is denied.	Continue approval.
Will security/cleaning costs reasonably warrant a deposit?	Document amount and terms before confirmation.	No deposit unless another authorized charge applies.

4. Relocation, Rescheduling, or Denial

Once space is reserved and confirmed, groups generally should not be moved. Policy 801 nevertheless reserves the County's right to move or reschedule a group to accommodate higher-priority use or for safety/security reasons.

Any relocation, rescheduling, or denial should be documented using the Facility Decision/Exception Record, including:

- ☐ reason
- ☐ policy section relied upon
- ☐ alternative space/date offered, if any
- ☐ person approving the decision

- ☐ date communicated
- ☐ communication to sponsor
- ☐ any refund/deposit action



5. Violations and Escalation

Violations may result in trespass, employment disciplinary action, and other remedies. Staff should document material violations and promptly notify the responsible department head and other appropriate County personnel.

For immediate safety or security concerns, staff should follow applicable emergency/security procedures in addition to documenting the facility-use issue.

Use the Facility Use Incident/Violation Report (Procedure Form 801-F7) for material violations, damage, unauthorized use, access problems, or repeated noncompliance.

6. Records and Retention

Each department should maintain a consistent reservation file or electronic record containing, as applicable:

- | | |
|--|--|
| ☐ Facility Use Request | ☐ event correspondence |
| ☐ approval/confirmation | ☐ post-use inspection |
| ☐ after-hours approval | ☐ damage/repair documentation |
| ☐ risk/insurance review | ☐ incident/violation report |
| ☐ certificate of insurance | ☐ decision/exception record |
| ☐ deposit/fee documentation | |

Retention periods should meet the County's applicable records retention requirements. This procedure does not establish a separate retention period.

7. Standard Forms

The following forms are designed to be used as editable working forms. Departments may add facility-specific fields or instructions but should not remove Policy 801 requirements without appropriate policy review.

The following sets out a template “Room/Facility Request Form” for departments to follow in developing procedures for room and facility use within their jurisdictions. Revisions may be made as appropriate but must be consistent with County Administrative Policy.

- 7.1. Form 801-F1 – Facility Use Request
- 7.2. Form 801-F2 – Facility Use Review and Approval Checklist
- 7.3. Form 801-F3 – Risk and Insurance Review
- 7.4. Form 801-F4 – After-Hours Use Authorization
- 7.5. Form 801-F5 – Facility Post-Use Inspection and Closeout

SUBJECT: SCHEDULING AND USE OF MARION COUNTY FACILITIES

7.6. Form 801-F6 – Facility Decision / Exception Record

7.7. Form 801-F7 – Facility Use Incident / Violation Report

8. Standard Approval / Confirmation Template

The following language may be adapted for email or written confirmation:

Subject: Facility Use Confirmation — [Facility/Room] — [Date]

Your request to use [facility/room] on [date] from [time] to [time] has been [approved/approved with conditions]. Use is subject to Marion County Policy 801, the facility's applicable rules, and all applicable local, state, and federal requirements.

Approved use: [description]. Maximum attendance: [number, if applicable].

Conditions: [after-hours approval / setup / access / insurance / deposit / cleaning / security / other].

Please do not block or impede public or employee access, including entrances, exits, hallways, restrooms, elevators, ramps, stairs, parking areas, drop boxes, or other access points. Alcohol is prohibited except for the limited policy exception, and smoking, vaping, smokeless tobacco, and marijuana are prohibited in County facilities and grounds. No activity may create prohibited disruption or violate occupancy, fire, or other legal requirements.

Permission to use the facility does not imply Marion County endorsement, sponsorship, or support. The County reserves the right to relocate or reschedule an event to accommodate higher-priority use or for safety/security reasons.

9. Department Implementation Checklist

- ☐ Identify the department head and scheduler/designee for each room/facility.
- ☐ Document facility-specific regular hours and after-hours approval process.
- ☐ Identify posted occupancy limits and any facility-specific restrictions.
- ☐ Establish where reservation records and forms will be stored.
- ☐ Train schedulers and department representatives on Policy 801 and these procedures.
- ☐ Coordinate Risk Manager review process for higher-risk events.
- ☐ Establish process for deposits, cleaning/security charges, and repair charges.
- ☐ Establish access/key/fob process for after-hours users.
- ☐ Use the post-use inspection form consistently.
- ☐ Use the decision/exception record for denials, relocations, or rescheduling.
- ☐ Review facility-specific procedures at least when Policy 801 is revised.



TITLE: Marion County Facility Use Request		PROCEDURE FORMS: 801-F1
DEPT: Business Services Department		PROGRAM: Administration
ADOPTED: 10/26	REVIEWED: 10/26	REVISED:

Request Date: _____
Requesting Individual: _____
Primary Contact: _____
Email: _____
Requested facility/room: _____
Request date for room: _____
Start time: _____
Estimated attendance: _____
Purpose / Description of activity: _____

Organization: _____
Phone: _____
End time: _____

Setup Required:

☐ Food/beverages ☐ Amplified sound ☐ Outdoor activity ☐ Special equipment ☐ After-hours use ☐ Other special request

Describe any special request:

☐ I understand that permission to use the facility does not imply County endorsement, sponsorship, or support.
☐ I agree to comply with Policy 801, facility rules, and applicable laws.
☐ I understand that I may be financially responsible for applicable fees, deposits, cleaning, and repair charges.

Sponsor Signature: _____
Date: _____
Department receiving request: _____



TITLE: Scheduling and Use of Marion County Facilities – Facility Use Review and Approval Checklist		PROCEDURE FORMS: 801-F2
DEPT: Business Services		PROGRAM: Administration
ADOPTED: 10/26	REVIEWED: 10/26	REVISED:

Form 801-F2 — Facility Use Review and Approval Checklist

Request / event: _____

Facility / room: _____

Date: _____ **Time:** _____

Department / jurisdiction: _____

- | | |
|--|--|
| ☐ Jurisdiction confirmed | ☐ Outdoor amplification reviewed, if applicable |
| ☐ Availability confirmed | ☐ After-hours approval obtained, if applicable |
| ☐ Priority category documented | ☐ Risk review completed, if applicable |
| ☐ Activity/purpose reviewed | ☐ Insurance required |
| ☐ Occupancy verified | ☐ Insurance approved by Risk Manager |
| ☐ Access/egress reviewed | ☐ Deposit/security/cleaning charge assessed |
| ☐ Noise/disruption reviewed | ☐ Setup/access plan confirmed |
| ☐ Alcohol prohibition reviewed | ☐ Written confirmation issued |
| ☐ Smoking/vaping/tobacco/marijuana prohibition reviewed | |

Priority category / basis: _____

Conditions of approval:

Department Head/Designee approval: _____ **Date:** _____

Risk Manager approval / date (if applicable): _____

Scheduler: _____ **Date:** _____



TITLE: Scheduling and Use of Marion County Facilities – Risk & Insurance Review		PROCEDURE FORMS: 801-F3
DEPT: Business Services		PROGRAM: Administration
ADOPTED: 10/26	REVIEWED: 10/26	REVISED:

Form 801-F3 — Risk & Insurance Review

Event / sponsor: _____

Facility / room: _____

Date: _____ **Time:** _____

Risk factors identified:

- | | |
|--|---|
| ☐ Large attendance | ☐ Amplified sound |
| ☐ Physical activity | ☐ Equipment/temporary structures |
| ☐ Food service | ☐ Public interaction |
| ☐ Outdoor activity | ☐ Other |

Describe risk considerations:

Risk determination:

- ☐ No insurance required
☐ Insurance required
☐ Use denied pending additional information
☐ Use denied

Insurance carrier: _____

Policy number: _____

Coverage limits: _____

Additional insureds confirmed:

- ☐ Marion County
☐ Cherriots (Courthouse Square events)
☐ Courthouse Square Condominium Association (Courthouse Square events)

Certificate/policy reviewed by Risk Manager: _____

Conditions or comments: _____

Risk Manager signature: _____

Date: _____



TITLE:	Scheduling and Use of Marion County Facilities – After-Hours Use Authorization	PROCEDURE FORMS:	801-F4
DEPT:	Business Services	PROGRAM:	Administration
ADOPTED: 10/26	REVIEWED: 10/26	REVISED:	

Form 801-F4 — After-Hours Use Authorization

Event / sponsor: _____

Facility / room: _____

Date: _____

Approved use start / end: _____

Regular department hours: _____

Responsible sponsor contact: _____

County representative/contact: _____

☐ Building access arranged

☐ Keys/fobs/access credentials arranged

☐ Security arrangements addressed

☐ Cleaning arrangements addressed

☐ Occupancy limits communicated

☐ Emergency contacts/instructions provided

Special conditions:

Department Head approval: _____ **Date:** _____

Scheduler acknowledgment: _____ **Date:** _____



TITLE: Scheduling and Use of Marion County Facilities – Facility Post-Use Inspection and Closeout		PROCEDURE FORMS: 801-F5
DEPT: Business Services		PROGRAM: Administration
ADOPTED: 10/26	REVIEWED: 10/26	REVISED:

Form 801-F5 — Facility Post-Use Inspection and Closeout

Event / sponsor: _____
Facility / room: _____
Date / time of event: _____
Inspection date / time: _____

Inspection checklist:

- | | |
|---|---|
| ☐ Space clean | ☐ Access devices returned/deactivated |
| ☐ No damage observed | ☐ Doors/windows/security checked |
| ☐ Furniture restored to original configuration | ☐ Parking/access areas clear |
| ☐ Equipment returned | ☐ No prohibited materials/activities remaining |
| ☐ Trash/debris removed | ☐ Cleaning/security services completed |

Damage or deficiencies observed: _____

Estimated repair/cleaning charge: _____

Deposit disposition: _____

☐ Refund in full ☐ Partial refund ☐ Apply to charges ☐ No deposit

Follow-up required: _____

Inspector name / signature: _____ **Date:** _____



TITLE: Scheduling and Use of Marion County Facilities – Facility Decision / Exception Record		PROCEDURE FORMS: 801-F6
DEPT: Business Services		PROGRAM: Administration
ADOPTED: 10/26	REVIEWED: 10/26	REVISED:

Form 801-F6 — Facility Decision / Exception Record

Request / event: _____

Facility / room: _____

Date of requested use: _____

Requester: _____

☐ Approved

☐ Approved with conditions

☐ Relocated

☐ Rescheduled

☐ Denied

☐ Cancelled

Policy basis / applicable section: _____

Reason for decision: _____

Alternative facility/date offered: _____

Decision maker / title: _____

Date: _____

Date communicated to requester: _____

Deposit/refund action: _____

Additional notes:



TITLE: Scheduling and Use of Marion County Facilities – Facility Use Incident / Violation Report		PROCEDURE FORMS: 801-F7
DEPT: Business Services		PROGRAM: Administration
ADOPTED: 10/26	REVIEWED: 10/26	REVISED:

Form 801-F7 — Facility Use Incident / Violation Report

Event / sponsor: _____
Facility / room: _____
Date / time: _____
Reported by: _____
Person/organization involved: _____

Issue type:

- | | |
|--|---|
| ☐ Unauthorized use | ☐ Alcohol |
| ☐ Policy violation | ☐ Smoking/vaping/tobacco/marijuana |
| ☐ Occupancy concern | ☐ Property damage |
| ☐ Blocked access | ☐ Safety/security |
| ☐ Noise/disruption | ☐ Other |

Description of incident:

Immediate action taken:

Was use stopped or modified? ☐ Yes ☒ No

Notifications made: _____
Damage/repair estimate: _____
Follow-up / corrective action: _____

Department Head review: _____ **Date:** _____

Risk/Security/other review, if applicable: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 14, 2026

Department: Sheriff's Office

Title:

MSCO Commissary Services

Management Update/Work Session Date: September 22, 2026 Audio/Visual aids ☐

Time Required: 5 mins Contact: Bethany Johnston Phone: 3261

Requested Action:

The Marion County Sheriff's Office is requesting approval from the Board of Commissioners to enter into a new contract with Summit Food Services, LLC, doing business as Summit Correctional Services, for the provision of the commissary goods and related services for the Adults in Custody (AICs) at the Marion County Jail.

Issue, Description
& Background:

The Sheriff's Office conducted a formal competitive Request for Proposal (RFP), SO1732-26, for Adults in Custody (AIC) Commissary and Trust Fund Services at the Marion County Jail. Proposals went through the solicitation process in accordance to the requirements established. Following the evaluation, Summit Food Service, LLC was determined to be a responsive proposer. The proposed contract will establish a new agreement with Summit Correctional Services for the provision of commissary goods and related services for AIC housed at the Marion County Jail. The proposed contract was presented to the Board during Management Update on Sept 22, 2026. The Sheriff's Office is now requesting formal Board Approval.

Financial Impacts:

This will be an incoming funds contract.

Impacts to Department
& External Agencies:

The Sheriff's Office will be the primary department impacted by this Contract. Summit will coordinate with Sheriff's office staff to implement and provide commissary and trust fund services at the jail.

List of attachments:

Contract Review Sheet, BOC agenda review form, Contract, Exhibits A - D

Presenter:

Commander Jacob Ramsey

Department Head
Signature:

Jeremy Landers
Jeremy Landers (Sep 25, 2026 06:21:15 PDT)

Contract Review Sheet

Contract for Services

SO-6878-26

Title: MCSO Commissary Services

Contractor's Name: Summit Food Service, LLC

Department: Sheriff's Office

Contact: Bethany Johnston

Analyst: Sandra Fixsen

Phone #: (503) 589-3261

Term - Date From: upon signatures

Expires: June 30, 2029

Original Contract Amount: \$ 500,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 500,000.00 Amd% 0%

Incoming Funds

☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO1731-26

Description of Services or Grant Award

This is a new contract with Summit Food Service, LLC, doing business as Summit Correctional Services, for the provision of commissary goods and related services for the Adults in Custody (AICs) at the Marion County Jail. The contract is a result of a formal competitive Request for Proposal (RFP), SO17329-26. Following the evaluation and scoring of proposals recieved, Summit Correctional Services was awarded.

Desired BOC Session Date: 10/14/2026 Contract should be in DocuSign by: 9/23/2026

Agenda Planning Date: 10/1/2026 Printed packets due in Finance: 9/29/2026

Management Update: 9/22/2026 BOC upload / Board Session email: 9/30/2026

BOC Session Presenter(s) Commander Jacob Ramsey Code: Y

REQUIRED APPROVALS

Sandra L. Fixsen 09/24/2026 Bethany Johnston 09/24/2026

Finance - Contracts Date Contract Specialist Date

Michelle Teed 09/29/2026 Jan Fritz 09/29/2026

Michelle Teed (Sep 29, 2026 15:08:22 PDT)

Jan Fritz (Sep 29, 2026 17:22:15 PDT)

Legal Counsel Date Chief Administrative Officer Date

**MARION COUNTY
CONTRACT FOR SERVICES
SO-6878-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Summit Food Service, LLC, a New Mexico Limited Liability Company, hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279B.060 and MCPCR 20-0260 and MCPCR 20-0261.

WHEREAS, County issued Request for Proposals SO1731-26 for AIC Commissary, Vending and Trust Fund Account Services on March 19, 2026.

WHEREAS, Contractor submitted a proposal in response to SO1731-26 on April 24, 2026, which was determined to be responsive.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to Contractor on June 11, 2026.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2029**. The parties may extend the term of this Contract by written agreement provided that the total Contract term does not extend beyond **June 30, 2031**.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, each of which is attached and incorporated herein by reference:

- A. This Contract less exhibits
- B. Exhibit A – Statement of Work
- C. Exhibit B – Menu/Price List
- D. Exhibit C – Fee Schedule
- E. Exhibit D – Pre-Paid Debit Cards
- F. Attachment A – PREA Contractor Form 2026

3. CONSIDERATION

- A. Contractor shall provide, at no cost to County except as expressly provided in this Contract, all personnel, equipment, software, supplies, support, warranties, training, and other resources necessary for the performance of the Work as described in Exhibit A
- B. Contractor shall pay County a commission equal to 23% of Gross Sales, as defined in Exhibit A. Commission payments, reimbursements, exclusions from Gross Sales, reporting requirements, and other compensation-related obligations shall be calculated and administered in accordance to Exhibit A
- C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with [Appendix II to Title 2, Part 200](#) of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:

- ☐ Subrecipient
- ☐ Contractor/Vendor
- ☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.
Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.
Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees 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 person 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.

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

8. FUNDING MODIFICATION

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditure shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible for repaying for prior contract period excess payments and un-recovered advance payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

10. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of five (5) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

12. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

- A. Indemnification. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and hold harmless County, its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses, including but not limited to reasonable attorney fees, and cost of litigation, arising out of, or resulting from or relating to the

performance of this Contract by Contractor or its officers, employees, agents, or subcontractors, except to the extent caused by sole negligence or willful misconduct of County

- B. **Duty to Defend; Control of Defense.** Contractor's duty to defend immediately upon notice of a claim and its separate from and in addition to its duty to indemnify. Contractor shall have control of defense of any claim subject to this Section; provided, however, that:
 - 1. Contractor shall not represent or purport to act as legal counsel for County without prior written authorization from County legal Counsel;
 - 2. Contractor shall not settle any claim on behalf of County without the prior written approval of County Legal Counsel; and
 - 3. County reserves the right, as its sole discretion and expense, to participate in or assume its own defense and settlement at any time.
- C. **Insurance.** Contractor shall procure and maintain, at its sole expense, all insurance required under Section 24 of this Contract prior to commencing any work and shall maintain such coverage continuously throughout the term of the Contract and any applicable warranty or tail periods. Compliance with the insurance requirements shall not limit Contractor's liability under this Section.
- D. **County Liability. No waiver.** County is a public body subject to Oregon Tort Claims Act,(ORS 30.260 to 30.300), Nothing in this Contract shall be constructed as a waiver of any immunities, defenses, or limitations on liability available to County under applicable law, including statutory liability caps.
- E. **Limited County Responsibility.** To the extent required by Oregon law, County shall be responsible only for its own negligent acts or omissions, subject at all times to the limitations and liability caps set forth in the Oregon Tort Claims Act. No provision of this Contract is intended to expand County's liability beyond those limits.
- F. **Survival.** Contractor's obligations under this section shall survive termination or expiration of this Contract.

14. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

- A. If terminated under 14A or 14B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.
- C. SUBCONTRACTORS AND THIRD-PARTY SERVICES. The Contractor shall disclose all subcontractors, affiliates, and third-party service providers engaged in the performance of this Contract, including but not limited to those providing hosting, payment processing, device management, or data handling services. The Contractor remains fully responsible for compliance and performance of all subcontractors.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

18. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws. All data generated or maintained as part of commissary operations shall be considered County records and shall be subject to applicable to public records, retention, and lawful disclosure requirements. The Contractor shall not assert ownership or proprietary rights over County data.

19. USE OF DATA AND MONETIZATION

The Contractor shall not sell, monetize, mine, or use County data for advertising, analytics, or secondary purposes without explicit written County authorization.

20. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

21. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

22. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

23. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

24. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either by itself, by agreement with another contractor, or by combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.

- B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

25. INSURANCE

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

- iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☒ **Required by County** ☐ **Not required by County.**

☒ \$2,000,000 Per occurrence limit for any single claimant; and

☒ \$5,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Information Technology Director and Risk Manager

- iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimant

- v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

- vi. CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND Contractor shall provide Employee Dishonesty or Fidelity Bond coverages endorsed for third party coverage for loss of third-party property by dishonest acts of an employee of the Contractor with a coverage limit of not less than \$250,000.

☒ Required by County ☐ Not required by County

- B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

26. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Summit Food Service, LLC
tim.goodard@summitfoodservice.com
500 East 52nd Street North None
Sioux Falls, SD, 57104

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 4247
P.O. Box 14500
Salem, Oregon 97309

27. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

28. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

29. AMENDMENTS

This Contract may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This Contract is anticipated to be amended for the following reasons:

- i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.
- ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

30. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

A. Contractor has the power and authority to enter into and perform this Contract.

- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

31. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
--------------	------

Commissioner	Date
--------------	------

Authorized Signature:	<u><i>Jeremy Landers</i></u> Jeremy Landers (Sep 25, 2026 06:21:15 PDT)	09/25/2026
	Department Director or designee	Date

Authorized Signature:	<u><i>Jan Fritz</i></u> Jan Fritz (Sep 29, 2026 17:22:15 PDT)	09/29/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u><i>Michelle Teed</i></u> Michelle Teed (Sep 29, 2026 15:08:22 PDT)	09/29/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>Sandra L. Lisen</i></u>	09/24/2026
	Marion County Contracts & Procurement	Date

SUMMIT FOOD SERVICE, LLC SIGNATURE

Authorized Signature: _____	Date
-----------------------------	------

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The County requires comprehensive Commissary services, vending services, and Trust Fund Account Services (“TFAS”) for Adults in Custody (“AICs”) housed at the Marion County Jail and Transition Center (collectively, the “Facilities”). These Facilities operate continuously, 365 days per year, serving an annual population of approximately 10,000 AICs. Services require a specific design and execution to ensure uninterrupted operation at all times while minimizing administrative and operational burden on the County and the Marion County Sheriff’s Office (“MCSO”).

The County has engaged a single, integrated service provider to deliver turnkey commissary, vending, and TFAS operations. The services described in this contract ensure that the Inmate Commissary Application operates as a stand-alone, Contractor-managed system remains isolated from the County enterprise network. The County seeks to maintain its existing security posture by minimizing cybersecurity, financial, and operational risk associated with inmate services systems.

All services provided under this Contract shall comply with Marion County policies, MCSO policies, Oregon Jail Standards (OJS), American Correctional Association (ACA) standards, and all applicable federal, state, and local laws and regulations.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor is responsible for providing services and operating a fully integrated commissary, vending, and TFAS program to ensure secure, continuous, and cost-effective service delivery to all AICs, including but not limited to the following:

i. Oversight and Administration

- a. Contractor is responsible for providing all labor, management, supervision, and technical expertise required to operate these systems, including ongoing monitoring, reporting, and oversight functions.
- b. Contractor is solely responsible for monitoring compliance with these requirements and for promptly correcting any noncompliance. Failure to comply with applicable laws, regulations, standards, or policies shall constitute a material breach of this Contract.
- c. All personnel assigned to the Facilities by Contractor shall possess all appropriate security clearances, specifically Criminal Justice Information System (CJIS) clearance, fingerprint-based background checks, and Prison Rape Elimination Act (PREA) training.
- d. Contractor is responsible for maintaining robust internal controls, including segregation of duties, reconciliation procedures, and comprehensive audit trails to ensure the integrity, security, and accuracy of all financial and operational activity.

- e. The County and MCSO, or their designated representatives, have the right to inspect, monitor, and audit all operations, records, equipment, systems, and data related to this Contract at any time, and the Contractor shall cooperate fully with any such oversight without restriction or cost to the County.
- f. Contractor shall provide input to the County on operating policies for their services conducted. The policies shall be set by the County.
- g. Contractor shall assume full responsibility for the secure, efficient, and transparent management and operation of all services, providing all personnel, systems, equipment, technology, materials, reporting, reconciliation, customer service, and compliance functions necessary to fully perform the obligations under this Contract.
- h. Contractor shall furnish, operate, and maintain all personnel, systems, equipment, and infrastructure necessary to ensure uninterrupted, reliable, and cost-effective service delivery at all times.
- i. Services shall be designed and performed to minimize administrative and operational burden on the County and MCSO while maintaining the highest standards of security, fiscal integrity, accountability, transparency, auditability, and institutional control. No failure, delay, or disruption in service delivery shall relieve the Contractor of its obligations under this Contract.
- j. Equipment provided by Contractor:
 - (a) (7) Kiosks with touch screen (new upgrade), located within pods
 - (b) (2) booking Kiosk
 - (c) (2) Workstations and necessary hardware
 - (d) (7) Snack machines with all necessary upgraded hardware
 - (e) (5) Soda machines with all necessary upgraded hardware
 - (f) (12) vending cages
 - (g) (2) Point of Sale system/credit card terminals with necessary hardware and software
 - (h) (3) Lobby kiosks
- k. The Contractor shall provide sufficient staffing, including at least one full-time account manager and additional personnel as necessary to meet operational requirements.
- l. Contractor's employees shall receive appropriate orientation, training, and annual briefings on security, facility-specific rules, and best practices.

- ii. The County reserves the right to revoke security clearance or deny access to any personnel not meeting these requirements:
 - (A) The County, if deemed necessary, may remove any Contractor's employees from County premises for any reason.
 - (B) Employees of Contractor will comply with all County rules and conduct. County will provide these in writing to Contractor prior to the first day work is performed.
 - (C) Contractor's employees must enter the MCSO building via the designated building entrance(s) and be signed in and out of the buildings.
 - (D) Contractor's employees working at the facilities will wear the County-supplied identification badge (with picture) face up in a visible manner while they are in the County buildings.
 - (E) Contractor and Contractor's employees shall maintain highest ethical relationships with the County employees, AICs, suppliers and competitors in the performance of this agreement. The Contractor shall enforce strict discipline and good order among its employees.
 - (F) No tobacco products, prescription medication, personal laptops, personal cell phones etc. that could affect security are permitted inside the facility.
- iii. The Contractor shall maintain comprehensive documentation of all operations, reconciliations, and reports in County-approved formats for at least five (5) years following termination of the Contract. The County may audit, inspect, or review operations and records at any time, and the Contractor shall fully cooperate.
- iv. Commissary Services

Contractor shall provide and manage comprehensive commissary services, including commissary inventory, AIC ordering, fulfillment, packaging, and delivery.

 - a. The Contractor shall maintain daily availability of approved commissary items and shall provide and manage indigent kits. All commissary products and indigent kits contents must be approved by MCSO Jail Management prior to sale or distribution.
 - b. The commissary shall provide and maintain a secure razor exchange program accordance with the MCSO requirements.
 - c. Contractor shall provide for the sale of AIC phone cards and the ability to transfer funds for phone purchases, through the County's current AIC Phone service provider. Contractor shall maintain a sufficient quantity of phone cards to ensure availability through Commissary Services.
 - d. The Contractor shall maintain a written commissary plan that includes applicable policies, procedures, operational standards, and process for annual evaluation. Contractor shall provide County with the following:

- (1) Commissary Plan;
 - (2) Standard commissary menu and price list, including indigent kits;
 - (3) Weekly Sales, commission, and inventory reports; and
 - (4) Monthly cumulative summaries of sales and commissions.
- v. Pricing for commissary and vending items shall be reasonable and comparable to local convenience-store pricing.
 - vi. Contractor shall download all AIC orders as needed, but no less than weekly. Contractor shall deliver commissary items to the County in sealed bulk containers and shall bag on site for distribution. Contractor shall charge AICs accounts for noncommissioned items distributed by County in high-risk units.
 - vii. Future Price Adjustments. Contractor may request no more than once annually, effective on the anniversary of the Contract Effective Date. Contractor shall submit any requested adjustments to County in writing at least ninety (90) days in advance and shall provide detailed supporting documentation substantiating the base of the request increase, including, as applicable, changes in the US Department of Labor Consumer Price Index, all Urban Consumer, National Average Unadjusted, Food Away from Home, and/or documented changes in the Market basket products.
 - a. No Pricing adjustments shall take effect unless and until expressly approved by County, in writing as an amendment to the Exhibit B. In no event shall any annual increase exceed the lesser of (a) five percent (5%) or (b) the most recently published applicable CPI index referenced above, unless otherwise mutually agreed upon.
 - b. All Parties shall work in good faith to review and negotiate and proposed adjustment. No pricing adjustment shall take effect without County's written approval, which shall not be unreasonably withheld, conditioned, or delayed.
 - viii. Vending Services shall be provided through machines capable of delivering approved food, beverages, and non-food items.
 - a. All machines should be Correctional grade and tamper-resistant, energy-efficient, and integrated with the TFAS to ensure real-time transaction accuracy. The machines will have regular scheduled maintenance and be upgraded as new technology and software become available.
 - b. The Contractor shall maintain pre-approved inventory levels, perform regular stocking, and provide emergency restocking as needed. Restocking is required at least every 24 hours.
 - c. The Contractor shall provide fully operational vending systems and weekly reports detailing machine-level performance, sales, and inventory for each unit.
 - d. Items shall be packaged in a manner to provide for security and safety. Must be factory-sealed packages that have not been opened or altered in any way.

- e. Vending machines will not dispense expired food.
- ix. Trust Fund Account Services (TFAS) shall include secure electronic management of all AIC accounts, providing real-time posting of deposits, withdrawals, disbursements, and inter-facility transfers.
 - a. Contractor shall provide multiple authorized deposit channels, including online portals, telephone systems, debit or credit cards, and electronic funds transfer (EFT), ensuring minimal or no fees for depositors.
 - b. Contractor shall deliver audit-ready records and weekly and monthly reports detailing all financial transactions, account balances, and reconciliations.
 - c. Records shall be maintained for a minimum of five (5) years and made accessible to the County at any time.
 - d. The Contractor shall verify there are sufficient funds in the AIC's account to cover the cost of the product(s) ordered by AICs.
 - e. Contractor shall ensure that all TFAS disbursements are secure, authorized, and compliant with County policies. Disbursement of funds upon release or transfer of an AIC shall be timely, accurate, and provided in a format that avoids fees where possible. The Contractor shall prevent direct AIC-to-AIC transfers and ensure cash handling within secure areas is prohibited for contractor staff.
 - f. The TFAS provided by the Contractor and its third-party transaction processing company, shall adhere to the latest Payment Card Industry (PCI) Data security standards as set forth by the payment card industry. The Contractor is responsible for providing validation of their PCI compliance and a copy of their PCI Compliance Certificate annually to the County.
 - g. Contractor assumes responsibility for all deposits, disbursements, reconciliations and reporting on AICs TFAS including the following:
 - (1) Facility Deposits: All deposits to the AICs TFAS, from outside parties will be accepted via the Lobby Kiosk (Cash, or Credit Cards), 800-phone calls, and websites. See Exhibit C for fee schedule. Fees may only be increased with County's written approval. For deposits made to an AICs TFAS with a negative balance up to a maximum of 50% of deposit will be applied against the negative balance. Remaining balance of deposit will be available for use.
 - (2) Intake Money: Contractor will provide an Intake Counter/Booking kiosk so that all deposits of AICs funds at the time of booking will be added to the appropriate AICs TFAS. Only Cash (US Bills and coins) will be accepted. All other forms of money will be deemed as property and not added to the AICs TFAS at the time of booking. For deposits made to AICs account with a negative balance from a previous booking, up to a maximum of 50% of the deposits will be applied against their negative balance. Remaining balance of deposit will be available for commissary use.

- (3) Bank Deposits: Contractor will be responsible for the disbursement of the remaining account balance of the TFAS at the time of the AIC release. Contractor will disburse funds whenever the Contractor's staff is on-site. Disbursement of the TFAS will be on a prepaid debit card as outlined in Exhibit D
 - h. All services shall be delivered on a continuous, 24-hour, seven-day-per-week basis, ensuring uninterrupted access to commissary items, vending services, and TFAS functions.
 - i. Weekly reports on all commissaries, vending, and TFAS activity shall be provided to the County. Monthly reports shall include
 - (1) cumulative reconciliations (every deduction and reason for the deduction
 - (2) commission calculations, (Beginning Sales, Total Gross Sales, net commission calculations); and
 - (3) financial summaries. (Commission owed, commission Paid)
- x. Technical Requirements

The County seeks to maintain its existing security posture by minimizing cybersecurity, financial, and operational risk associated with inmate services systems. Contractor shall ensure the Inmate Commissary Application (Application) operates as a stand-alone, Contractor -managed system that remains isolated from the County enterprise network.

 - a. Network Isolation Requirements

The Application must not connect to, traverse, or integrate with the County's internal network (LAN, WAN, data center, or County-managed cloud environments):

 - (1) No direct or indirect connectivity to County systems is permitted.
 - (2) No VPN, routing, bridging, or tunneling into County networks is allowed.
 - (3) The solution must not rely on County-managed network infrastructure for application traffic.
 - b. Dedicated Connectivity Model

All application traffic must utilize Contractor-provided or Sheriff-Office-approved dedicated connectivity that is physically and logically separated from County enterprise networks.

 - (1) Internet access, if required, must terminate outside the County network boundary.
 - (2) The solution shall not require County firewall rule changes, proxy configuration, or routing support.
 - c. Prohibited Integrations

All authentication, authorization, and application services must be self-contained within the contractor solution. The solution shall not require or request integration with:

 - (1) County identity services (e.g., Active Directory, Entra ID).

- (2) County financial, ERP, or payment systems.
- (3) County-hosted servers, storage, or cloud tenants.
- (4) County device management, MDM, or endpoint security platforms
- d. Payment Processing and Financial Data
The County shall not act as a payment processor, custodian, or intermediary. Any inmate ordering, payment processing, or financial transactions must:
 - (1) Occur entirely within the contractor's system and network boundary.
 - (2) Comply with applicable PCI-DSS standards.
 - (3) Not transmit payment or financial data through County systems or networks.
- e. Devices, Kiosks, and Endpoints
Device configuration, patching, monitoring, and lifecycle management shall be the contractor's responsibility. All inmate-facing kiosks, tablets, or related devices must:
 - (1) Operate exclusively on the dedicated commissary network.
 - (2) Not connect to County wired or wireless networks.
 - (3) Not be joined to County domains or management platforms.
 - (4) Comply with applicable accessibility requirements (e.g., ADA, Section 508, WCAG 2.1 AA), to the extent applicable within a correctional environment.
- f. Reporting and Data Access
Reports or data access required by the Sheriff's Office:
 - (1) Access shall be provided via secure contractor portal, secure file transfer, or read-only web access.
 - (2) No system-to-system integration into County applications are permitted.
 - (3) All access from County systems must be outbound only.
- g. Security Boundary & Change Control
Contractor shall clearly document the network boundary separating the Application from County infrastructure. Any future request to integrate with County systems or networks shall:
 - (1) Require a formal written request
 - (2) Be subject to County IT security architecture review
 - (3) Required written approval from County IT leadership prior to implementation.

h. Security Controls & Independent Assurance

The Contractor shall implement industry-standard administrative, technical, and physical safeguards to protect County data.

- (1) Upon request, the contractor shall provide a current SOC 2 Type II report, equivalent third-party security assessment, or documented explanation of alternative controls.
- (2) A current SOC 2 Type II report, prepared by an independent, qualified third-party auditor, demonstrating the Contractors' compliance with applicable Trust Fund Service criteria, including but not limited to security, availability, processing integrity, confidentiality, and privacy. The SOC 2 Type II report shall be provided upon contract execution and annually thereafter, or more frequently upon the request of the County.

i. Data Retention, Portability & Exit Strategy

Upon contract expiration or termination:

- (1) The Contractor shall provide the County with a complete export of County data in a mutually agreed, non-proprietary format.

j. Incident Notification & Response

The contractor shall notify the County of any confirmed or suspected security incident involving commissary system data within a reasonable and defined timeframe.

- (1) The County reserves the right to request reasonable documentation demonstrating compliance with the above requirements throughout the contract term.
- (2) Any material change to security posture, subcontractors, or data handling practices shall be disclosed to the County in advance

C. SPECIAL REQUIREMENTS.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, affiliates, payment processors, software providers, and hosted service providers and agents, used in the performance of this Agreement.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

Transition of services at the start and end of the Contract term shall be executed to ensure continuous, secure operations, including secure transfer of all financial accounts, inventory, and documentation. Contractor shall provide a written transition plan, including implementation strategy, timeline, milestones, staffing, change management processes, and risk mitigation measures. Upon the termination of this agreement, Contractor will work cooperatively with the County and County's subsequent provider of the commissary, vending and TFAS to ensure a smooth transition.

Contractor and its employees will be required to view the PREA Proposer Training Presentation at the following link: [Copy of 2020 PREA for Contractor, Volunteer, or Other non-sworn staff by Marion Sheriff on Prezi](#) acknowledge the review and receipt of PREA training before performing any work

- D. **KEY PERSONS.** Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

- (1) Brian Clark,
Vice president of Commissary Services
Provides oversight of Correction compliant purchasing for all summit commissary sales.
- (2) Tim Goddard,
Director of Commissary Operations - West Region
Director of Commissary Operations, technology services, installation of banking software and updates, installation of kiosks, tablets, Coordinate with software developers on installation, repairs and troubleshooting.
- (3) Donovan Felitz,
Operations Support Manager
Commissary warehouse operations, client visits, managing invoices, sales reporting
- (4) Jonathan Magana,
Commissary Technology Manager
Leads the commissary technology support, training/installation, equipment inventory
- (5) Luke Anderson,
Director of Commissary - Warehouse
Oversee the commissary program and operations inside the correctional facilities

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

Contractor commission payments shall be made in accordance with the payment schedule and requirements in Exhibit A.

- i. For the purpose of this Agreement, “Gross Sales” shall mean the total selling price of all commissary and vending, and care packages sold under this Agreement, regardless of payment method. Gross sales shall exclude only:
 - a. Applicable state and local sales taxes actually collected or remitted;
 - b. Verified customer refunds or returned or undeliverable goods; and
 - c. Transactions reversed because of documented processing errors.
 - (1) No other deductions, offsets, allowances, discounts, shrinkage, spoilage, promotional discounts, processing fees, banking fees, credit card fees, labor costs, overhead, transportation cost, rebates, or administrative expenses shall reduce Gross Sales unless expressly authorized in this Agreement.
- ii. The following categories, if applicable, shall be excluded from commission calculations because they are not commissary or vending merchandise sales or because the County has elected not to have commission on those specific items, expressly identified and separately itemized in Contractor’s monthly reporting:
 - (1) Postage: Charges/Costs for AIC mail services.
 - (2) Indigent Kit and/or individual indigent items: Items provided to inmates who have no money.
 - (3) Marion County Specific Kits:
 - (a) Legal Kit
 - (b) Intake Kit
 - (4) Phone and Tablet or other digital communication service revenues are not directly tied to commissary or vending product sales.
 - (5) Medical expenses: Charges related to healthcare.
- iii. The Contractor shall remit to the County, the following revenue and expense items, each accompanied by a separate, detailed accounting report:
 - a. Commissary and Vending Commission. Twenty-three percent (23%) of Gross Sales, as defined in Section 2.A, for all commissary and vending transactions of all commissary items purchased during the preceding month.
 - b. Reimbursements. Separate, itemized payments for medical, library, indigent, and legal kits, respectively
 - c. Inmate Welfare Account (IWA) and Procurement. All commissions and reimbursements received from the Contractor shall be deposited immediately into the County’s restricted Inmate Welfare Account.

- d. Restricted Use of IWA Funds. Funds within the IWA shall be utilized to compensate the Contractor for the direct cost of inventory and stock for commissary and vending machines.

B. METHOD OF PAYMENT FOR SERVICES:

The Contractor's commission payments are calculated by multiplying applicable commission rate set forth in section 2.B(i) by the Gross Sales, as defined in Section 2.A

No Additional deductions, exclusions, or adjustments shall be applied to Gross Sales beyond those expressly permitted in Section 2.A

Payment method shall be electronic via AFT/ACH transfer, or another acceptable electronic method agreed upon by the parties.

Contractor shall provide, with each payment, a detailed accounting report that includes:

- (1) Total Gross Sales;
- (2) Itemized permitted deductions;
- (3) New amounts subject to commission calculations; and
- (4) Supporting transaction-level data sufficient for verification by County

C. BASIS OF PAYMENT FOR SERVICES.

The Contractor will make monthly commission payments by the 15th day of the month for Gross Sales as defined in Section 2.A.

D. EXPENSE REIMBURSEMENT.

County will not reimburse Contractor for any expenses under this Contract.

E. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

F. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County
Attn: Sheriff's Office
PO BOX 14500
Salem, OR 97309**

Exhibit B- Price List

Marion County, OR - Full Commissary Menu

Code	Product	Inmate Price
1000	Washcloth	\$0.79
1002	Shower Shoes Medium	\$2.99
1003	Thermal Shirt 4XL	\$8.99
1004	Womens Briefs 6	\$2.99
1005	Womens Briefs 8	\$2.99
1006	Womens Briefs 10	\$2.99
1007	Womens Briefs 12	\$2.99
1008	Mens Briefs S	\$5.99
1009	Mens Briefs M	\$5.99
1010	Mens Briefs L	\$5.99
1011	Mens Briefs XL	\$5.99
1012	Mens Briefs 2XL	\$5.99
1013	Boxer Shorts S	\$4.99
1014	Boxer Shorts M	\$4.99
1015	Boxer Shorts L	\$4.99
1016	Boxer Shorts XL	\$4.99
1017	Boxer Shorts 2XL	\$4.99
1018	Boxer Shorts 3XL	\$4.99
1019	T-Shirt White M	\$8.99
1020	T-Shirt White L	\$8.99
1021	T-Shirt White XL	\$8.99
1022	T-Shirt 2XL	\$8.99
1023	T-Shirt 3XL	\$8.99
1024	Sport Bra 34	\$4.99
1025	Sport Bra 36	\$4.99
1027	Sport Bra 40	\$4.99
1030	Thermal Shirt M	\$8.99
1031	Thermal Shirt L	\$8.99
1032	Thermal Shirt XL	\$8.99
1033	Thermal Shirt 2XL	\$8.99
1034	Thermal Shirt 3XL	\$8.99
1035	Thermal Pants M	\$16.99
1036	Thermal Pants L	\$16.99
1037	Thermal Pants XL	\$16.99
1038	Thermal Pants 2XL	\$16.99
1039	Bob Barker Thermal Pants 3XL	\$16.99
1050	Shower Shoes Size Large	\$2.99
1052	Reading Glasses 1.50	\$4.99
1054	Heavy White Sock	\$3.69
1055	Reading Glasses 2.0	\$4.99
1056	Reading Glasses 2.5	\$4.99
1091	Boxer Shorts 4XL	\$4.99
1092	Sports Bra 32	\$4.99
1093	Reading Glasses 1.00	\$4.99
1094	Reading Glasses 1.25	\$4.99
1100	T-shirt 4x	\$8.99
1101	T-Shirt 5x	\$8.99
1102	T-Shirt Small	\$8.99
1110	Thermal Shirt Small	\$8.99
1215	White Kufi Hat	\$4.19
1216	Mens Briefs 3X	\$5.99
1217	Mens Briefs 4X	\$5.99
1246	Sweat Pants Small	\$16.99
1247	Sweat pants Medium	\$16.99
1248	Sweat pants Large	\$16.99
1249	Sweat Pants XL	\$16.99
1250	Sweat pants 2XL	\$16.99
1251	Bob Barker Sweat Pants 3XL	\$16.99
1254	Sweat Shirt Small	\$19.99
1255	Sweat Shirt Medium	\$19.99
1256	Sweat Shirt Large	\$19.99
1257	Sweat Shirt XL	\$19.99
1258	Sweat Shirt 2XL	\$19.99
1403	Freshscent Hair Conditioner 4 oz.	\$1.39
2006	Freshscent Shampoo 4oz	\$1.39
2007	Colgate Toothpaste 2.5oz	\$2.09
2009	Freshmint Toothpaste 0.6 oz.	\$0.39
2010	Shave Cream Tube 3oz	\$2.69
2011	Hair Gel 15oz bottle	\$3.09
2012	Magic Shave Cream 6 oz.	\$19.49
2016	Mouthwash-Alcohol Free 4oz	\$1.19
2021	Lady Speed Stick 1.4oz	\$5.09
2031	Blue Magic Conditioner 4oz	\$5.49
2033	Cocoa Butter Lotion 4oz	\$1.39
2034	Deodorant Packet .12oz	\$0.39
2035	Mennen Speed Stick Mens Deodorant liquid gel 3oz	\$7.19
2037	Skin Hand & Body Care Lotion 4oz	\$1.29
2039	Dove Bar Soap Sensitive Skin 3.75oz.	\$5.59
2041	Tolnaftate Antifungal Foot Creme 1 oz.	\$2.89

Code	Product	Inmate Price
4014	Hair Pick 5in	\$0.29
4018	Soap Box	\$0.99
4019	.AA Battery pack of 2	\$0.89
4020	AAA Battery pack of 2	\$0.89
4022	Tums 8ct roll	\$2.19
4025	Qtips 90 ct.	\$2.29
4027	Plastic Bowl w/ Lid	\$1.69
4028	Sleeping Mask	\$0.59
4029	Antibiotic Ointment single dose	\$0.79
4031	Lip Balm	\$1.39
4033	Winter Holiday Card	\$2.19
4035	Thank You card w/stamp	\$2.19
4036	Birthday Card w/stamp	\$2.19
4037	Thinking of You Card w/ stamp	\$2.19
4038	Love Card w/stamp	\$2.19
4041	Postcard prestamped 3"x5"	\$0.69
4042	Mothers Day Card	\$2.19
4043	Crossword puzzle (RANDOM)	\$1.99
4044	Dictionary/English	\$1.99
4045	Acne Lotion 1 oz.	\$3.29
4046	Denture Cleanser Tablets 40ct	\$4.59
4047	Poker Cards	\$4.99
4048	Colored Pencils 3.5 inch 12ct	\$2.79
4049	Pinochle Cards	\$4.99
4054	Tumbler plastic 12oz no lid	\$1.39
4060	Foam Ear Plugs	\$0.39
4062	Paper Lined Writing Pad - White 50 sheets	\$2.69
4063	Sketch Pad	\$5.29
4064	Pony O's (no metal)	\$0.39
4066	Comb 5" Black	\$0.09
4068	Uno Cards	\$13.99
4069	Word Search (RANDOM)	\$1.99
4071	Palm comb	\$0.59
4074	Med-First Aspirin 2ct 325mg	\$0.29
4077	Sudoku (RANDOM)	\$1.79
4078	Phase 10	\$29.99
4082	Flex Spoon, Orange	\$0.69
4085	Address Book, Small	\$1.99
4095	AM/FM Radio	\$51.99
4096	Generic Earbuds with Mic	\$7.39
4112	1 sheet of paper	\$0.05
4127	Envelope 10x15 (no postage)	\$0.79
4170	Denture tablets SINGLE	\$0.19
4172	Comb 5"	\$0.09
4173	Vitamin A&D Ointment 4 oz.	\$2.99
4187	Flexible bowl	\$7.39
4200	Spanish Love Card w/stamp	\$2.19
4202	I Miss You Card w/stamp	\$2.19
4203	Anniversary Card w/stamp	\$2.19
4204	Kids Birthday Card w/stamp	\$2.19
4205	Christmas Greeting Card w/stamp	\$2.19
4211	EcoSecurity Utensil	\$0.29
4212	22 oz. Plastic Mug	\$4.29
4501	Pillow	\$12.29
4504	Half Pillow Case	\$3.09
4900	NIV Bible	\$6.99
5000	Chick-O-Stick (V)(GF)(K) .7oz	\$0.89
5003	M&M Plain(K) 1.69oz	\$2.49
5004	Skittles (K) 2.17oz	\$2.49
5005	Tongue Torcher 4 oz.	\$2.49
5006	Root Beer Barrels 4.5oz	\$1.59
5008	Snickers (K) 1.86oz	\$2.49
5009	M&M Peanut (K) 1.74oz	\$2.49
5010	Twix (K) 1.79oz	\$2.49
5011	Hersheys Milk Chocolate (GF) 1.55oz	\$2.49
5012	Butterfinger (K) 1.9oz	\$2.19
5013	Milky Way (K) 1.84oz	\$2.49
5014	Kit Kat (K) 1.5oz	\$2.49
5015	M&M Peanut Butter (K) 1.63oz	\$2.49
5016	Snickers Almond (K) 1.76oz	\$2.49
5019	Whatchamacallit 1.6oz	\$2.49
5020	3 Musketeers (K) 1.92oz	\$2.49
5022	Reese's Peanut Butter Cup (GF) 1.5oz	\$2.49
5024	Butterscotch Buttons 4.5oz	\$1.49
5028	Jolly Ranchers 4oz	\$3.79
5029	5 Flavors Lifesavers .9oz	\$1.69
5031	Milk Duds 5oz (GF)	\$3.39
5033	Buddy Bar SINGLE (K) 3oz	\$1.19
5037	Starburst Original 2.07oz	\$2.49

Code	Product	Inmate Price
6090	Sugar Free Fruit Punch Drink Mix Single (K). 49oz	\$0.39
6095	Lipton Tea bottle 16.9oz	\$1.29
6098	Creamer Packets Single Serve	\$0.19
6103	Cherry Pepsi 20oz	\$2.99
6105	Grape Soda 20oz	\$2.99
6110	Red Punch 8ct .93oz	\$2.49
6111	Purple Berry Punch 8ct .93oz	\$2.49
7001	Protein Bar, Chocolate Peanut Butter 1.42 oz. GF	\$1.89
7002	Swiss Rolls 6ct (K) 12oz	\$5.69
7003	Mrs. Freshley's Oatmeal Creme 12ct (K) 16.2oz	\$5.99
7004	Grandmas Peanut Butter Cookie (K) 2 ct 2.5oz	\$1.79
7005	Famous Amos Chocolate chip 2oz	\$1.49
7006	Duplex Cookie 5 oz (K)	\$1.79
7007	Lemon Creme Cookie 5oz (K)	\$1.79
7008	Peanut Butter Creme Cookie 5oz (K)	\$1.79
7009	Vanilla Creme Cookie 5 oz.(K)	\$1.79
7010	Apple Cinnamon Oatmeal SINGLE (K) 1.23oz	\$0.69
7011	Brown Sugar Oatmeal Single package (K) 1.51oz	\$0.69
7012	Jalapeno Slices (K) 1 oz.	\$0.99
7013	Hot Peanuts (K)1.75 oz	\$0.99
7015	Little Debbie Brownie Box (K)(V) 12.1oz	\$5.99
7016	Cheez-It Crackers 1.5oz(K)	\$0.99
7017	Little Debbie Star Crunch Box (K) 13oz	\$5.99
7020	Jalapeno Cheese Tub 11.5oz	\$5.59
7021	Old Fashioned Squeeze Grape Jelly (V)(V+) 1oz	\$0.49
7022	Cheetos (GF) 2oz	\$1.79
7023	Fritos Original Corn Chips 2oz (GF)(V)	\$1.99
7024	Cheetos Flamin Hot (GF) 1.75oz	\$1.79
7027	Chili Ramen 3 oz.(V+)	\$1.09
7028	Picante Beef Ramen 3 oz.	\$1.09
7029	Beef Ramen 3oz	\$1.09
7030	Ramen Noodles Chicken 3 oz.	\$1.09
7031	Ramen Noodles Cajun Chicken 3 oz.	\$1.09
7032	Old Fashioned Squeeze Peanut Butter single (K) 1oz	\$1.19
7033	Squeeze Cheddar Cheese single 2oz	\$0.99
7034	Squeeze Jalapeno Cheese single 2oz	\$0.99
7035	White Rice 2oz (K)	\$1.59
7036	Frosted Strawberry Toaster Pastry 3.3oz	\$1.79
7039	Lil Dutch Vanilla Wafers 11oz (V)	\$3.59
7043	Tuna In Water 6oz (K)(GF)	\$5.99
7045	Honey Bun Iced (K) 6oz	\$2.59
7046	Chili w/beans pouch 11.25oz	\$3.59
7047	Mixed Nuts 1.75oz (K)	\$1.99
7054	Cupcakes 2pk Chocolate (V) 3.17oz	\$1.79
7056	Graham Cracker 3 ct (K) 14.4oz	\$5.89
7057	Refried Beans, Instant 8oz (K)	\$2.89
7059	Frito Lay Cheetos Cheddar Jalapeno 2 oz.	\$1.99
7060	Hometown Nacho Chips 16oz	\$5.99
7061	Frito Lay Doritos Cool Ranch 1.75oz	\$1.79
7062	Frito Lay Doritos Nacho Cheese 1.75oz	\$1.79
7064	Chili Cheese Corn Chips 2 oz.	\$1.79
7065	Frito Lay Funyuns 1.25 oz. K	\$1.99
7066	Grandmas Chocolate Chip Cookies 2 ct (K) 2.5oz	\$1.79
7068	Andy Capps Hot Fries - Small 3oz	\$2.49
7070	Beef Summer Sausage 5oz	\$5.99
7071	Hot Dill Pickle (K)(GF)	\$2.29
7072	Mild Dill Pickle (K)(GF)	\$2.29
7073	Lays BBQ Potato chips (K) 1.5 oz.	\$1.89
7075	Lays Sour Cream & Onion Chips 1.5 oz (K)	\$1.89
7078	Spicy Meat Twin Pack 1 oz	\$1.69
7079	Oreo Cookie Sleeve 6 ct (K) 2.4oz	\$1.79
7080	Spicy Vegetable Ramen 3 oz.	\$1.09
7082	Jack Links beef stick 1oz	\$2.99
7083	Snyders Hot Buffalo Pieces (K) 2.25 oz.	\$1.79
7084	Jalapeno Pretzel Bites (K) 2.25 oz.	\$1.39
7090	Red Beans and Rice (K) 2oz	\$1.99
7091	Cheese and Cracker (K) 1.38oz	\$0.89
7092	Cup O Noodle Beef 2.25oz	\$1.99
7093	Cup O Noodle Chicken 2.25oz	\$1.99
7095	Spicy Refried Beans 8oz (K)	\$4.19
7096	Chicken Breast Pouch 4.5oz	\$5.49
7102	Americana Mustard PC (K)	\$0.49
7105	Salt Packets 10ct	\$0.89
7106	Hot Sauce Packet 5oz	\$0.19
7107	Mayo Packet (K)	\$0.49
7108	Oatmeal Variety 12.41oz	\$5.99
7109	Pop Tart Brown Sugar 2ct (V) 3.3oz	\$1.79
7113	Takis Chips 3.25oz	\$3.99
7118	Ranch Dressing Packet	\$0.69

Exhibit B- Price List continued

2044	Multi-Vitamin 100 ct.	\$7.89
2045	Bergamot Hair Dressing 4 oz.	\$7.19
2052	Freshmint Sensitive Toothpaste 4.3oz	\$3.19
2054	Max Security 3 in 1 Shampoo, soap, shave 2oz	\$0.89
2055	Toothbrush Short Handled	\$0.19
2056	VO5 3 in 1 shampoo, conditioner, body 15oz	\$2.69
2057	Deodorant packet .12	\$0.39
2061	Personal Care 1% Zinc Dandruff Shampoo 4oz	\$2.59
2062	Freshscent Deodorant Soap 3oz	\$1.39
2064	Deodorant Hypo-Allergenic, No Fragrance 1.5 oz.	\$3.89
2066	Foot Powder 4 oz.	\$3.29
2092	.5oz stick deodorant	\$2.19
2093	1oz bar soap	\$0.49
2100	Irish Spring Soap 3.2oz	\$1.79
2108	Oral Pain Gel .5 oz.	\$3.99
2114	Hair Food, Lusti 4oz	\$3.69
2115	Pomade, Lusti 4oz	\$7.19
2116	Freshmint Toothpaste 4.6oz	\$4.99
2120	Antacid Tablets 2ct	\$0.49
2123	Shampoo Packet .25oz	\$0.59
2124	Conditioner Packet .25oz	\$0.89
2126	Body Lotion PACKET .35oz	\$0.39
2128	Sugar Free cough drops bag 25ct	\$4.19
4000	Envelope #10 (no postage)	\$0.19
4001	Golf Pencil	\$0.19
4003	Eraser Tip	\$0.19
4005	9x12 Envelope (no postage)	\$0.59
4006	Eraser-Block	\$0.29
4007	Stamp, Single	\$0.78
4008	Toothbrush cap	\$0.19
4009	BLUE Flex Pen	\$0.69
4010	Med-First Ibuprofen (generic Advil) 2ct	\$0.09
4011	Med-First Acetaminophen 2ct 500mg	\$0.39
4012	Floss Loops	\$5.19
4013	Stamped Envelope	\$0.85

5038	Hometown Starlite Mints 4.5 oz.	\$1.39
5040	Licorice - Red (K) 4oz	\$1.79
5041	Gummi Bears 5 oz.	\$3.29
5043	SF Jolly Rancher 3.6oz	\$8.99
5045	SF Starlite Mints3.25 oz	\$3.99
5047	SF Butterscotch Disc 3.25oz	\$3.99
5058	SF Cinnamon Candy 3.25oz	\$3.99
5059	SF Fruit Candy 3.25 oz	\$3.99
5061	Good & Plenty candy 6 oz.	\$3.39
5062	Sour Balls 4.5oz	\$1.39
5063	Lifesavers Peppermint .84oz	\$2.39
5066	Sour Patch Kids Candy 2oz	\$2.49
5068	Hot Tamales 4.25 oz. GF	\$2.49
5080	Fruit Snacks 5oz (GF)	\$3.79
6000	Instant Coffee Single Serve (K) .049oz	\$0.49
6001	Sweet Sprinkles Sweet and low 10 ct (K) .35oz	\$0.49
6002	Creamer packets 10pk (K)	\$0.89
6004	Pepsi 20oz	\$2.99
6005	Mountain Dew 20oz	\$2.99
6006	Diet Pepsi 20oz	\$2.99
6007	Starry 20oz	\$2.99
6008	Root Beer	\$2.99
6012	Instant Cocoa Mix Single, No Sugar Added 5.5oz	\$0.99
6013	Vanilla Cappuccino Single Serve (K)(S)(V) .98oz	\$0.69
6021	Kool Aid Cherry 6oz	\$3.79
6026	Instant Coffee DECAF Single Serve (K) .059oz	\$0.49
6027	Instant Cocoa Mix, Single (K) .71oz	\$0.69
6028	Premium Instant Freeze Dried 3oz (K)	\$6.99
6029	Countrytime Lemonade 6oz (K)	\$3.79
6031	Dr. Pepper 20 oz.	\$2.99
6032	Instant Decaf Coffee (K) 3 oz.	\$7.99
6036	Orange Crush 20oz	\$2.99
6059	Tea Bags 100ct (tagless) 6.4oz	\$3.09
6088	SF Iced Tea Packet single (K) .049oz	\$0.39
6089	Sugar Free Lemonade Drink Mix SINGLE (K) .49oz	\$0.19

7120	Trail Mix Original 2oz (K)	\$1.29
7121	Austin's Peanut Butter Cracker (K) 1.38oz	\$1.19
7122	Baker's Harvest Cheese Crackers 9oz	\$0.89
7123	Ruffles Sour Cream & Cheddar 1.5oz	\$1.99
7124	Taco Filling w/Chicken 11.25oz	\$6.79
7128	Brushy Creek Lasagna 11.25 oz	\$4.29
7139	Peanut Butter 18oz	\$6.59
7141	Pork Rinds Hot & Spicy 1 oz.	\$1.99
7142	Lil Dutch Chocolate Chip Cookie 12oz (K)	\$3.89
7144	Sweet Relish pc (K) .31oz	\$0.49
7148	Saltine Crackers Full Box (K)(V)(V+) 16oz	\$4.99
7152	Cheetos Crunchy Flamin Hot 8.5oz	\$5.99
7153	Plain Bagel 4oz	\$1.19
7154	Cream Cheese Packet 2oz	\$1.29
7163	Little Debbie Strawberry Shortcake Rolls 13oz	\$5.99
7166	Chicken of the Sea Clams 3.53oz	\$6.29
7169	Variety Mini Donuts 6ct 3.1oz	\$2.99
7195	Grandma's Choc Fudge Cookies 2ct K 2.5oz	\$1.79
7201	Salted Peanuts 1.5 oz. GF	\$1.19
7206	Moon Pie Chocolate 2.75 oz.	\$1.69
7236	Mackerel 3.53oz	\$2.69
7237	Summer Sausage Hot & Spicy 5oz	\$5.19
7240	Granola Bar Oat & Honey SINGLE (K) 1.49oz	\$1.79
7248	Cup O Noodles Shrimp 2.25oz	\$1.99
7260	Smartfood White Cheddar Popcorn 1oz	\$1.99
7285	Chi Chi Burritos 8ct Tortilla 17oz	\$5.89
7310	Rice Krispy Bar 2.2oz	\$4.49
7313	Snack Crackers 13.7oz	\$5.09
7315	Coyote Valley Butter Popcorn 5oz	\$2.99
7318	Grandma's Oatmeal Raisin Cookies (K) 2 ct. 2.5oz	\$1.79
7411	Sweet and Salty Snack Mix 3.5 oz.	\$1.99
7412	Lay's Salt & Vinegar Potato Chip 1.5 oz.	\$1.89
7701	Prayer Rug	\$5.19
8097	Combo Pretzel Snack 1.8 oz.	\$1.99

Exhibit C Fee Schedule

Cash Bonds

For each cash bond transaction processed, Contractor may assess a service fee equal to 10 percent (10%) of the cash bond amount or 4 dollars, whichever is greater.

\$4 or 10%, whichever is greater

Debit Phone Time Purchase

For each purchase of debit phone time, Contractor may assess a service fee of \$1.00 per transaction. The service fee shall be charged separately from, and shall not reduce, the amount of debit time purchased and credited to the Adult in Custody's (AIC) account.

\$1.00 per transfer

Secure Email/Texting

Contractor may charge \$.50 per message for secure electronic messaging, including secure email and text-based messages, sent or received through Contractor's approved communication system.

\$0.50 per message

paid by the sender

Web Sales (S&H)

Contractor may charge a \$7.95 shipping and handling fee per care package order purchased through Contractor's web based ordering system for delivery to an Adult in Custody.

Fee for Care Pack Purchases. **\$7.95**

EXHIBIT D
Pre-paid Debit Cards

1. GENERAL REQUIREMENTS

Contractor shall provide debit release cards services for Adults in Custody (AICs) released from Marion County Sheriff's Office (MCSO) facilities. Debit release cards shall provide a secure and convenient method for returning eligible funds remaining in an AICs trust fund account at the time of release.

Contractor shall furnish all cards, system, equipment, software, processing services, account services, customer support, and other resources necessary to provide the debit release card program at no cost to County, except as otherwise expressly provided in this Contract.

2. CARD ISSUANCE AND FUNDING

Upon an AICs release, County-authorized personnel shall be able to issue and fund a debit release card with the eligible balance remaining on the AICs trust fund account.

Contractor's system shall allow authorized County personnel to activate and fund debit release cards promptly as part of the release process. Funds transferred to the debit release card shall accurately reflect the full amount authorized by County.

There shall be no fee or charge to either County or the AIC for the issuance, activation, loading, or funding of a debit release card. The full amount authorized by County shall be loaded onto the card without deduction of any issuance, activation, loading, funding, processing or administrative fee.

Contractor shall provide County with an adequate supply of activated debit release cards and shall replenish card inventory as necessary to prevent interruption of release services.

3. ACCESS TO FUNDS

Contractor shall provide AICs with instructions describing how to activate and use the debit release card, access available funds, obtain account balance information, and contact customer services.

Contractor shall provide reasonable methods for the AIC to access the funds placed on the debit release card. Any applicable limitations, conditions, or fees associated with the use of the card shall be clearly disclosed to AIC.

The availability of funds on a debit release card shall not be conditioned upon the AIC purchasing additional products or services from the Contractor or any affiliated entity.

EXHIBIT D
Pre-paid Debit Cards

4. FEES

All fees associated with the debit release card program shall be limited to those specifically identified and authorized under the applicable Fee Schedule of this Contract.

For the first 72-hours following activation of the debit release card, the AIC shall have access to the funds loaded onto the card without assessment of any weekly maintenance fee. No weekly maintenance fee shall accrue, be assessed, or be deducted from the card balance during the initial 72-hours period.

Following the initial 72-hour period, any applicable weekly maintenance or other cardholder fee may be assessed only in accordance with the approved Fee Schedule and applicable cardholder terms and conditions.

5. Customer Service

Contractor shall provide AICs with access to customer service for assistance with card activation, account balances, transactions, lost or stolen cards, disputed transactions, replacement cards, and other card-related matters.

Contractor shall be responsible for responding to and resolving debit release card inquiries and disputes after issuance of the card, except for matters requiring verification or action by County regarding the amount originally authorized for release.

6. REPORTING AND RECONCILIATION

Contractor shall maintain accurate records of debit release cards issued and funded through the AIC trust fund system and shall provided County access to information necessary to reconcile release transactions.

At a minimum, records shall identify the date of issuance, amount funded, transaction or card identifier, and funding status.

Contractor shall cooperate with County in researching and resolving discrepancies between amounts authorized by County and amounts loaded onto debit release cards.



MARION COUNTY SHERIFF'S OFFICE

NICK HUNTER, SHERIFF

ATTACHMENT A

PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Jail (MCJ) and The Marion County Transition Center (MCTC) is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. We want to make sure you understand the rules of each facility and how to report a problem, or issue in the unlikely event something happens while you are here.

Important Rules to Know: No one is ever allowed to engage in sexual misconduct.

- Sexual misconduct includes any kind of sexual contact, regardless of whether the other party agreed to the contact or not.
- This also includes sexual harassment: saying sexual things, saying things about someone's body, talking about whom someone likes to date, or making offensive gestures or comments.

We prohibit employees and other adults in the facility from doing any of these things at all times. We also maintain appropriate boundaries here. Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an offender or offenders. There is no such thing as **consent** to sexual activity in a correctional setting.

We also prohibit employees, contractors, and volunteers from sharing personal details, such as their personal contact information, except in order to carry out their professional responsibilities. Similarly, employees, volunteers, and contractors are prohibited from making contact with offenders outside of each facility through any means (e.g., in person meetings, texting, or on social media), except in order to carry out their professional responsibilities.

How We Keep Everyone Safe: At the Marion County Sheriff's Office, we do a number of things to keep everyone safe, including:

- Educating offenders about their right to be free from sexual misconduct
- Conducting background checks of the individuals, we hire.
- Training employees on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of offenders at MCJ and MCTC
- Offering a number of ways offenders and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and supports to offenders who allege they have been sexually abused.
- Protecting employees and offenders from retaliation for reporting problems or helping with an investigation

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"To whom much is entrusted, much is expected."

What to Do If You See or Suspect Sexual Misconduct, or if an Offender Reports a Problem to You: Although we do a number of things to keep everyone safe, we want you to know what to do if you see something that looks like a problem or if an offender reports a problem to you.

- If you see or suspect an incident of sexual misconduct, you must report it immediately by contacting a deputy or non-sworn employee.
- If an offender discloses something that suggests an incident of sexual misconduct has occurred, stay calm, listen to what they are saying, take the report seriously, and convey a message of support (e.g., “I’m glad you were strong enough to come to me”). Let the offender know you are going to report the incident to make sure someone investigates and makes sure they are safe. Inform them you will not share his or her report beyond those who need to know to fix the problem.
- If an offender wants to tell you something but asks you not repeat what they are going to tell you, let them know about your limits of confidentiality. This includes whether you have to report certain behaviors by law once you have knowledge or reasonable suspicion that a crime is being or has been committed.
- For example, you might say, “I am glad you came to me and I can understand why you would not want me to tell anyone. If it is about someone hurting, harassing, or threatening you I am required to report it. I respect your decision if you do not want to tell me as a result. But if you tell me, I can work with you to get help.”

Questions: If you have questions pertaining to your PREA responsibilities or other facility rules, or your responsibilities while you are here, you may contact us by calling the Marion County Jail’s Administrative section at (503)-581-1183.

Acknowledgement: By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding to The Marion County Sheriff’s Office Jail and Transition Center’s sexual misconduct prevention, detection, and response policies and procedures.

Signature: _____ **Date:** _____

Printed Name: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/14/2026

Department: Public Works

Title: Project Delivery Agreement PW-7315-26 for the Mill City & Gates Wastewater Treatment Facility

Management Update/Work Session Date: 9/22/2026 Audio/Visual aids ☐

Time Required: 5 min Contact: Brian Nicholas Phone: x7943

Requested Action: Approve Project Delivery Agreement PW-7315-26 with Mill City, Oregon, for the design, permitting, and construction of the Mill City & Gates Wastewater Treatment Facility Project by Marion County and subsequent ownership and operation by Mill City.

Issue, Description & Background: Marion County is in the process of constructing the Mill City & Gates Wastewater Treatment Facility project on behalf of Mill City and Gates using funds allocated by the Oregon Legislature for this purpose. Under this agreement, Mill City agrees to accept ownership of the completed facility and to assume responsibility for facility operation, maintenance and permit compliance.

Financial Impacts: This agreement does not result in the exchange of funds between the parties.

Impacts to Department & External Agencies: This contract results in no impacts to other County departments.

List of attachments: PW-7315-26, Project Delivery Agreement

Presenter: Brian Nicholas

Department Head Signature: BNicholas Digitally signed by BNicholas
Date: 2026.09.13 08:38:35 -07'00'

Contract Review Sheet

Public Improvement Agreements

PW-7315-26

Title: **Construction Project Delivery Agreement - Mill City**

Contractor's Name: **City of Mill City**

Department: **Public Works Department**

Contact: **Alicia Jones**

Analyst: **Kathleen George**

Phone #: **-4388**

Term - Date From: **Execution**

Expires: **December 31, 2028**

Original Contract Amount: **\$ -**

Previous Amendments Amount: **\$ -**

Current Amendment: **\$ -**

New Contract Total: **\$ -**

Amd% **0%**

No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **Not Applicable (No Exchange of Funds)**

Department

Description of Services or Grant Award

Project deloivery agreement between Marion County and the City of Mill City. County is in the process of constructing the Mill City & Gates Wastewater Treatment Facility project on behalf of Mill City and Gates using funds allocated by the Oregon Legislature for this purpose. Under this agreement, Mill City agrees to accept ownership of the completed facility and to assume responsibility for facility operation, maintenance and permit compliance.

County shall serve as the lead agency, project manager, contracting authority, and grant administrator for the planning, design, permitting, acquisition, construction, commissioning, and delivery of the wastewater treatment facility and all associated improvements. County shall manage and oversee the Project from inception through Final Acceptance and transfer of ownership to City.

Desired BOC Session Date: **10/14/2026**

Contract should be in DocuSign by: **9/23/2026**

Agenda Planning Date: **10/1/2026**

Printed packets due in Finance: **9/29/2026**

Management Update: **9/29/2026**

BOC upload / Board Session email: **9/30/2026**

BOC Session Presenter(s) **Brian Nicholas**

Code: **Y**

REQUIRED APPROVALS


Finance - Contracts
Date **09/23/2026**


Contract Specialist
Date **09/23/2026**


Legal Counsel
Date **09/23/2026**


Chief Administrative Officer
Date **09/29/2026**
Jan Fritz (Sep 29, 2026 09:21:38 PDT)

CONSTRUCTION PROJECT DELIVERY AGREEMENT
For the
MILL CITY & GATES MUNICIPAL WASTEWATER TREATMENT FACILITY
Between
MARION COUNTY and CITY OF MILL CITY, OREGON
PW-7315-26

1. PARTIES TO AGREEMENT

This Agreement between Marion County, a political subdivision of the state of Oregon, hereafter called “County”, and the City of Mill City, an Oregon municipality, hereafter called “City”, acting by and through their duly elected governing bodies, is made pursuant to ORS 190.010 (Cooperative Agreements). County and City are herein referred to individually as Party and collectively as Parties.

2. RECITALS

WHEREAS, City has determined that a new municipal wastewater treatment facility is essential to meet current and future sanitary sewer and environmental needs; and

WHEREAS, County has received Corona Virus State Fiscal Recovery Fund and Oregon State Wildfire Recovery funds for the design and construction of the Mill City & Gates Municipal Wastewater Treatment Facility (the “Project”), which will have the capacity to serve the cities of Mill City and Gates; and

WHEREAS, County agrees to undertake the construction of the municipal wastewater treatment facility as a one-time delivery project, with the understanding that it shall bear no responsibility for the operation, maintenance, or management of the facility after construction is complete; and

WHEREAS, City agrees to take full ownership, operation, and responsibility for the wastewater treatment facility upon successful commissioning and final acceptance;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

3. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which County shall design, permit, construct, commission and transfer ownership of the proposed Mill City & Gates Wastewater Treatment Facility located at 49400 Fairview St. in Mill City, including real property described herein and improvements thereon, and City shall receive and accept ownership of the facility.

4. PROJECT FUNDING

The Project is funded exclusively through grants awarded to County and City through Oregon Business Development Department (OBDD), Marion County and Oregon Housing and Community Services Department. No loans, interest payments, or other financial encumbrances shall be incurred by City or passed on to it. County shall be responsible for financial management and reporting requirements associated with the funding apart from City's contribution of \$2,500,000 to the Project, which will be administered in accordance with the terms and conditions of contract SR2401 between City and OBDD and PW-6266-25 between City and County.

5. PROJECT DESCRIPTION

The Project consists of the design, engineering, permitting, procurement, construction, testing, and commissioning of a municipal wastewater treatment facility located in Linn County, Oregon. The facility will have a design capacity of 0.223 MGD and will meet all applicable state and federal permit requirements.

6. ROLES AND RESPONSIBILITIES

6.1 County Responsibilities

a. Project Delivery and Administration

- i. County shall serve as the lead agency, project manager, contracting authority, and grant administrator for the planning, design, permitting, acquisition, construction, commissioning, and delivery of the wastewater treatment facility and associated improvements (the "Project"). County shall manage and oversee the Project from inception through Final Acceptance and transfer of ownership to City.
- ii. County shall perform its obligations under this Agreement in a manner consistent with the standard of care ordinarily exercised by public agencies undertaking similar public infrastructure projects and shall exercise reasonable care, skill, diligence, and professional judgment in administering the Project.
- iii. County shall procure and retain qualified consultants, engineers, architects, surveyors, environmental specialists, construction managers, legal counsel, testing laboratories, contractors, and other professionals necessary for successful completion of the Project in accordance with applicable procurement laws and grant requirements.
- iv. County shall acquire real property necessary for construction and operation of the Project, including easements, rights-of-way, temporary construction easements, and access rights.
- v. County shall prepare, maintain, and periodically update a Project schedule identifying major milestones, including design completion, permitting activities, procurement, construction, commissioning, Substantial Completion, Final Completion, and transfer of ownership. County shall provide schedule updates to City upon request.

- vi. County shall prepare preliminary and final utility rate analyses and financial projections for use by City in establishing rates sufficient to support future operation, maintenance, repair, replacement, and regulatory compliance of the completed facility.
- vii. County shall maintain regular communication and coordination with City throughout the Project and shall provide City with reasonable opportunities to review and comment on design documents, specifications, permit applications, technical memoranda, operational plans, and other significant Project deliverables. City shall provide comments within fifteen (15) business days of receipt of Project documents from County unless otherwise agreed by the Parties.
- viii. County shall consider City's comments in good faith; however, County shall retain final decision-making authority regarding Project design and construction matters except where City approval is expressly required by applicable code, ordinance or this Agreement.
- ix. County shall oversee startup, testing, commissioning, and operational readiness activities necessary to demonstrate that the facility performs in accordance with applicable design criteria, permit requirements, manufacturer specifications, and contractual performance standards.
- x. County shall provide reasonable training, operational support, and transfer of institutional knowledge to City personnel during commissioning and startup.
- xi. County shall ensure compliance with all applicable federal, state, and local laws, regulations, permits, grant conditions, labor standards, environmental requirements, and public contracting requirements applicable to Project delivery.

b. Grant Administration

- i. County shall serve as the sole recipient and administrator of all federal grant funds awarded for the Project except for funding from OBDD's \$2,500,000 funding through SR2401. County shall be responsible for grant compliance, financial administration, reimbursement requests, reporting requirements, recordkeeping obligations, audit responses, and communications with Business Oregon and all granting agencies.
- ii. County shall maintain complete and accurate financial records documenting Project expenditures and shall retain such records for the period required by federal law, grant conditions, and applicable record retention requirements.
- iii. County shall prepare and submit all progress reports, financial reports, compliance certifications, reimbursement requests, closeout documents, and other submissions required by the granting agencies.

c. Construction Management

- i. County shall procure and administer all contracts necessary for Project construction.
- ii. County shall be responsible for construction administration, inspection services, quality assurance, quality control testing, schedule management, budget management, contract administration, claims management, documentation management, and change order administration.
- iii. County shall coordinate with City regarding utility connections, service interruptions, traffic impacts, access requirements, and local operational considerations.
- iv. County shall maintain complete construction records and shall provide copies of such records to City upon reasonable request.

d. Permitting and Regulatory Approvals

- i. County shall serve as the primary permit applicant and primary point of contact with regulatory agencies during Project delivery.
- ii. County shall obtain all permits, approvals, and authorizations required for Project design, property acquisition, construction, environmental compliance, cultural resource compliance, historic preservation compliance, land use approvals, utility relocations, and roadway improvements. Prior to transfer of ownership, County shall obtain required certificate of occupancy, final inspections and written approvals from regulatory agencies that permit requirements have been satisfied.
- iii. County shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Oregon Department of Environmental Quality (DEQ) and all other permits necessary for operation of the facility prior to transfer of ownership to City. Upon transfer of ownership of the facility, the Parties will coordinate with DEQ to complete transfer of the NPDES permit from County to City, and to complete transfer of any other regulatory permits to City for the operation of the facility.

e. Decommissioning of Existing Facility

- i. County intends to use part of its congressionally direct spending allocation from FY 2026 Consolidated Appropriations Act (P.L. 119-74) for decommissioning of the existing Mill City wastewater treatment facility on SE Remine Rd.
- ii. County shall prepare and implement a decommissioning plan as required by regulatory agencies and Project needs. Prior to the start of decommissioning activities, City will review and approve the decommissioning plan and timeline.
- iii. County shall provide documentation demonstrating compliance with permitted closure and decommissioning requirements.

f. Facility Completion and Three-Phased Handover

The handover of the Project from County to City shall proceed in three (3) phases, as set forth herein.

- i. **Phase 1 - Deed Transfer** (November 15, 2026, to February 14, 2027)
 - a. The process to convey title to Project-related real property from County to City shall be initiated on or about November 15, 2026.
 - b. Within 90 calendar days following initiation of the deed transfer process, County shall execute and deliver to City all legal instruments, deeds, and titles necessary to transfer ownership of the real property and facility assets to City.
- ii. **Phase 2 - Substantial Completion and Operational Transfer** (December 18, 2026)
 - a. "Substantial Completion" shall mean the stage at which the facility can be safely and beneficially operated for its intended purpose in accordance with applicable permits and project specifications.
 - b. Upon the establishment of Substantial Completion and issuance of a Certificate of Substantial Completion by County, City shall assume full operational control, daily operations, and maintenance responsibilities for the facility.
 - c. Operational Support and Training: Concurrent with commissioning and the permit transfer process, County shall complete all outstanding training obligations and provide minor operational support to City personnel. Such support shall be limited to technical consultation and troubleshooting to ensure the successful transition of regulatory compliance from County to City.
 - d. Regulatory Permit Transfer: County and City shall jointly execute and submit all required applications, disclosures, and documentation to the appropriate regulatory authorities to transfer all environmental, discharge, and operational permits from County to City.
- iii. **Phase 3: Final Acceptance** (March 1, 2027)
 - a. "Final Completion" shall mean the successful completion of all punch list items, delivery of all required closeout documentation (including as-built drawings and warranties), and completion of all construction activities.
 - b. "Final Acceptance" shall mean County's written acceptance of the completed facility following Final Completion, signaling the official closure of the construction contract.
 - c. The project shall be deemed fully closed out upon the successful regulatory transfer of all permits and the expiration of the defined minor operational support period.

g. Construction Warranty

- i. County shall require contractors, subcontractors, suppliers, and manufacturers to provide warranties customary for comparable public infrastructure projects.
- ii. County will provide City with a list of all construction and material warranties obtained through County's construction contract(s) specifying the originating contract, item(s) covered by the warranty, manufacturer/part #, warranty period and recommended dates for inspections during the warranty period.
- iii. County shall assign all transferable warranties to City upon Final Completion.
- iv. The warranty period for construction work shall be not less than one (1) year following Final Completion unless longer warranty periods are provided by contract or manufacturer warranty.
- v. County shall reasonably cooperate with City in the enforcement of warranty claims arising from County-administered contracts.

h. Post-Construction Responsibility

- i. Upon Final Completion, County shall have no responsibility for operation, maintenance, repair, replacement, monitoring, security, staffing, utility costs, permit compliance, or regulatory compliance of the facility except as expressly provided herein.
- ii. City acknowledges that County shall bear no financial responsibility for future operational costs, capital improvements, regulatory compliance obligations, penalties, or claims arising after Final Completion.
- iii. City shall not be liable for obligations arising under contracts entered into by County for Project design or construction unless expressly assumed in writing by City.

6.2 City Responsibilities

a. Cooperation and Support

- i. City shall cooperate with County and provide timely information, reviews, comments, and approvals reasonably necessary for Project delivery.
- ii. City shall review Project documents submitted by County and provide comments within fifteen (15) business days unless otherwise agreed.
- iii. City shall provide County reasonable access to City-owned rights-of-way, easements, and utility corridors necessary for Project construction and operation.
- iv. City shall coordinate with local stakeholders, utility providers, affected agencies, and residents as reasonably requested by County.

b. Post-Construction Ownership and Operation

Upon Final Completion, City agrees to accept ownership of the completed facility and all associated real property interests, improvements, equipment and

appurtenances for the Project. City shall thereafter be solely responsible for operation, maintenance, repair, replacement, security, staffing, energy consumption, chemical procurement, regulatory compliance, reporting requirements, capital improvements, and future upgrades except for warranty services provided by County as expressly provided herein.

c. City of Gates Connection Mandate

The Mill City & Gates Municipal Wastewater Treatment Facility is designed to serve the cities of Mill City and Gates. City acknowledges there is a mandatory requirement that the wastewater facility will serve both cities. When the City of Gates collection system and transmission main are constructed, City agrees to allow the Gates sewer collection system to be connected to the Mill City & Gates Wastewater Treatment Facility and thereafter to provide sewage treatment services to Gates.

d. Regulatory Compliance

Upon Substantial Completion, City shall be solely responsible for compliance with the NPDES permit and all other operational permits, discharge requirements, monitoring obligations, environmental regulations, reporting obligations, and public health requirements. City shall be solely responsible for any notices of violation, enforcement actions, penalties, fines, corrective actions, or compliance costs arising after Substantial Completion except as expressly provided herein.

e. Future Liability

City acknowledges that County shall have no responsibility for claims, damages, losses, liabilities, penalties, or operational issues arising from ownership or operation of the facility after Final Acceptance except as expressly provided herein.

7. INSURANCE AND RISK ALLOCATION

County shall ensure its construction contractor(s) maintain insurance throughout the Project period, including general liability, workers' compensation and builder's risk. Upon Substantial Completion, City shall assume full risk and responsibility for insuring the facility under its municipal insurance coverage.

8. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall first be resolved through good-faith negotiation between the Parties. If not resolved within 30 days, the matter may be submitted to non-binding mediation. Litigation shall be a last resort, filed in a court of competent jurisdiction in Marion County, Oregon.

9. TERMINATION AND FINALITY

This Agreement shall terminate on December 31, 2028.

10. COMPLIANCE WITH APPLICABLE LAWS

The Parties mutually agree to 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.

11. NONDISCRIMINATION

The Parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations, including requirements associated with Federal and State funding sources, in the performance of this Agreement.

12. 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.

13. 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).

14. 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 the term and conditions of this Agreement.

15. NOTICE

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

For City:
Stacie E. Cook, MMC, City Recorder
PO Box 256
444 S. 1st Avenue, Mill City, OR 97360
scook@ci.mill-city.or.us

For County:
Brian Nicholas, PW Director
5155 Silverton Rd, NE Salem, OR 97305
Salem, OR 97305
bnicholas@co.marion.or.us

16. NO THIRD-PARTY BENEFICIARIES

County and City 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, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, or indirectly or otherwise, to third parties.

17. NO AGENCY

Neither Party, nor the officers, employees, or agents of that Party, are or shall be deemed agents of the other. Each Party shall be separately and exclusively responsible for acts, errors and omissions of its own officers, employees, and agents except to the extent provided under the indemnity and insurance provisions of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior negotiations, discussions, agreements, and understandings between the Parties. There are no understandings, agreements, or representations, oral or written, regarding this Agreement. City, by the signature of its authorized representatives, below, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Changes to this Agreement shall only be made in writing by mutual agreement of the Parties.

19. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of City and County, respectively, warrants all actions and approvals necessary for the execution of this Agreement have been obtained, and that the person(s) has(have) authority to execute this Agreement.

20. RULE OF CONSTRUCTION

Both Parties acknowledge and affirm they are each represented by or have sought the advice of legal counsel in connection with this Agreement and the work contemplated hereby, and have read, understand and are fully informed of the contents of the Agreement and the legal consequences thereof, and that by the Parties' signatures hereon, acknowledge and affirm that the terms of this Agreement shall not be construed against either Party as a drafter hereof.

21. GOVERNING LAW; INTERPRETATION; VENUE

The laws of Oregon shall govern this Agreement. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County, unless such litigation is brought in a federal form, in which case exclusive venue shall be in the federal district court of the State of Oregon, located in Eugene, Oregon. The Parties expressly waive any and all rights to maintain an action under the Agreement in any other venue and expressly consent that, upon motion of the other Party, any case may be dismissed, or its venue transferred, as appropriate, so as to effectuate the choice of venue in this paragraph.

22. SEVERABILITY

If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, City and County intend that (1) the Parties shall meet and renegotiate such portion with the purpose of effectuating the intent of the Parties originally embodied in such portion to the extent permitted by law and (2) the balance of this Agreement remain in full force and effect.

23. CONTRACT PERFORMANCE

Parties shall at all times perform their responsibility diligently and without delay and shall punctually fulfill all Contract requirements. Time is of the essence in the performance of this Agreement.

24. FORCE MAJEURE

Neither Party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, and 25.

26. SIGNATURES

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative(s) 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.

MARION COUNTY BOARD OF COMMISSIONERS:

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<u>Brian Nicholas</u>	09/23/2026
	Brian Nicholas (Sep 23, 2026 15:40:55 PDT)	
	Department Director or designee	Date

Authorized Signature:	<u>Jan Fritz</u>	09/29/2026
	Jan Fritz (Sep 29, 2026 09:21:38 PDT)	
	Chief Administrative Officer	Date

Reviewed by Signature:	<u></u>	09/23/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u></u>	09/23/2026
	Marion County Contracts & Procurement	Date

CITY OF MILL CITY:

Authorized Signature:	_____	
	Mayor	Date

Authorized Signature:	_____	
	City Recorder	Date

Authorized Signature:	_____	
	City Attorney	Date