



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, July 1, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PROCLAMATION

BOARD OF COMMISSIONERS

1. Consider approval of a proclamation recognizing and celebrating July 4, 2026, as the United States 250th Anniversary. –Jonathan Sanford

CONSENT

HEALTH AND HUMAN SERVICES

2. Approve a Contract for Services with Tania C. Bailey, dba, Sabia Mental Health LLC, in the not-to-exceed amount of \$667,000 to provide skilled medical assessment and Psychiatric Mental Health Nurse Practitioner (PMHNP) services to individuals receiving mental health services at Marion County Health and Human Services (MCHHS) through June 30, 2028.

3. Approve the Class-Specific Special Procurement for Non-Oregon Health Plan (OHP) Community and Residential Assistance, to issue multiple contracts over a period of time to qualified providers with a total estimated cost of \$1,200,000 per year.

PUBLIC WORKS

4. Approve Amendment #3 to the Memorandum of Understanding (MOU) between the Marion County Board of Commissioners and Marion County Public Works to close out the American Rescue Plan Act (ARPA) - Lebrun Road Realignment Project; reduce project grant funding in the amount of \$777,608.66 for a new not-to-exceed MOU total of \$22,391.34; and return unspent grant funds for reallocation to other ARPA projects.

TAX OFFICE

5. Approve an order for the cancellation of uncollectible personal property tax accounts for Tax ID's 128340, 127835, 320818, 129081, 349453, and 131911 as referenced in "Exhibit A" in the total amount of \$52,224.95.

ACTION

None.

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: 7/1/2026

Department: Board of Commissioners

Title: Proclamation celebrating July 4, 2026, as the United States 250th Anniversary.

Management Update/Work Session Date: N/A Audio/Visual aids ☐

Time Required: 10 minutes Contact: Jonathan Sanford Phone: 503-584-4769

Requested Action: Consider approval of a proclamation celebrating July 4, 2026, as the United States 250th Anniversary.

Issue, Description & Background: This proclamation is intended to honor our country and show our commitment to the ideals set out in the Declaration of Independence. Marion County has proclaimed July 4, 2026, as America's 250th Birthday Celebration Day.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Proclamation.

Presenter: Jonathan Sanford

Department Head Signature:

A handwritten signature in blue ink, appearing to read "Jonathan Sanford", is written over the Department Head Signature line.

**BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON**

In the matter of recognizing and celebrating July 4, 2026, as the United States 250th Anniversary.

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on July 1, 2026.

WHEREAS, on July 4, 1776, the Second Continental Congress adopted the Declaration of Independence, asserting the colonies' right to self-governance and freedom from tyranny, and on July 4, 2026, the United States will commemorate its 250th anniversary, the Semiquincentennial; and

WHEREAS, for 250 years, the American story has been shaped by Americans who crossed frontiers, built communities, served their neighbors, carried freedom forward, and sacrificed in defense of America; and

WHEREAS, Oregon's history reflects that same courage and determination, from its varied landscapes to the explorers, pioneers, farmers, missionaries, merchants, public servants, and families who sought opportunity and a new beginning; and

WHEREAS, the Oregon Trail became a lasting symbol of westward courage, as thousands traveled more than 2,000 miles by wagon, river, and foot in search of opportunity and a future; and

WHEREAS, Oregon's civic life was shaped on May 2, 1843, when settlers gathered at Champoege and voted in support of forming a provisional government, followed by the adoption of the Organic Act on July 5, 1843, and by Oregon's admission to the Union as the 33rd state on February 14, 1859; and

WHEREAS, Marion County, originally created as Champooick District on July 5, 1843, and renamed in 1849 for Revolutionary War General Francis Marion, reflects Oregon's legacy of freedom, service, agriculture, faith, family, and community from the Willamette River to the Cascade foothills; and

WHEREAS, America's 250th birthday invites Marion County to reflect on our nation's journey, honor its founding, recognize Oregon's adventurous spirit, and build a stronger future; and

NOW, THEREFORE, the Marion County Board of Commissioners proclaims July 4, 2026, as America's 250th Birthday Celebration Day and encourages all residents to commemorate this milestone with gratitude, responsibility, and hope.

Dated at Salem, Oregon, this 1st day of July 2026
MARION COUNTY BOARD OF COMMISSIONERS



Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 1, 2026

Department: Health & Human Services

Title: PMHNP Services for CBH and YSF HE-7099-26

Management Update/Work Session Date: June 16, 2026 Audio/Visual aids ☐

Time Required: 10 Minutes Contact: Diana Lee Adams Hill Phone: 503-576-4652

Requested Action:

Approve contract for services with Sabia Mental Health.

Issue, Description
& Background:

Contractor to provide skilled medical assessment and Psychiatric Mental Health Nurse Practitioner (PMHNP) Services to individuals receiving mental health services at Marion County Health & Human Services (MCHHS). Prescriber for Children's Behavioral Health (CBH) and Youth and Family Services (YSF).

Financial Impacts:

\$667,000 over 4 years.

Impacts to Department
& External Agencies:

none

List of attachments:

Contract, Exhibits A-E, HIPAA Addendum

Presenter:

Carol Heard

Department Head
Signature:


[Troy Gregg \(Jun 12, 2026 21:51:06 PDT\)](#)

Contract Review Sheet

Contract for Services

HE-7099-26

Title: PMHNP Services for CBH and YSF

Contractor's Name: Sabia Mental Health LLC

Department: Health and Human Services

Contact: Diana Lee Adams Hill

Analyst: Chalyce MacDonald

Phone #: (503) 576-4652

Term - Date From: Execution

Expires: June 30, 2028

Original Contract Amount: \$ 667,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 667,000.00 Amd% 0%

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

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Provide skilled medical assessment and Psychiatric Mental Health Nurse Practitioner (PMHNP) Services to individuals receiving mental health services at Marion County Health & Human Services (MCHHS). Prescriber for Children's Behavioral Health (CBH) and Youth and Family Services (YSF).

Desired BOC Session Date: 7/1/2026

Contract should be in DocuSign by: 6/10/2026

Agenda Planning Date: 6/18/2026

Printed packets due in Finance: 6/16/2026

Management Update: 6/16/2026

BOC upload / Board Session email: 6/17/2026

BOC Session Presenter(s) Carol Heard

Code: Y

REQUIRED APPROVALS

Chalyce MacDonald 06/12/2026

Finance - Contracts Date

Diana Lee Adams Hill 06/12/2026
Diana Lee Adams Hill (Jun 12, 2026 16:12:10 PDT)

Contract Specialist Date

Scott A. Norris 06/17/2026
Scott A. Norris (Jun 17, 2026 14:45:11 PDT)

Legal Counsel Date

Jan Fritz 06/17/2026
Jan Fritz (Jun 17, 2026 16:04:33 PDT)

Chief Administrative Officer Date

**MARION COUNTY
CONTRACT FOR SERVICES
HE-7099-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Tania C. Bailey dba Sabia Mental Health LLC, a Limited Liability Company hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279A.025 and MCPCR 50.0160 and is a direct award.

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, 2028**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2030**.

2. DOCUMENTS / ORDER OF PRECEDENCE

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

- A. This Contract less exhibits
- B. Exhibit A – Statement of Work
- C. Attachment A: Certification by Independent Contractor
- D. Attachment B: Attestation for providers Seeking Agent Status
- E. Attachment C: Confidentiality Statement
- F. Attachment D: Workforce Separation of Service Client Health Information Statement
- G. Attachment E: Behavioral Health Documentation Policy 500.16
- H. Addendum #1: Health Insurance Portability and Accountability Act (HIPAA)

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$667,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this

Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in 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 replacement Services.

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 expenditures 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 to repay for prior contract period excess payments and un-recovered advanced 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 three (3) 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. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

- B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

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.

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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 itself, by agreement with another contractor, or by a 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.

24. 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

- 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.

25. 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:

Sabia Mental Health LLC
Tania.Bailey01@frontier.edu
220 23rd Street SE
Salem, OR, 97301

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

26. 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.

27. 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.

28. 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.

29. 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 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.

30. 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
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Commissioner	Date
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Authorized Signature:	 <u>Troy Gregg (Jun 12, 2026 21:51:06 PDT)</u>	06/12/2026
	Department Director or designee	Date

Authorized Signature:	<u>Jan Fritz (Jun 17, 2026 16:04:33 PDT)</u> <i>Jan Fritz</i>	06/17/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u>Scott A. Norris (Jun 17, 2026 14:45:11 PDT)</u> <i>Scott A. Norris</i>	06/17/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u>Chalyn McDonald</u> <i>Chalyn McDonald</i>	06/12/2026
	Marion County Contracts & Procurement	Date

TANIA C. BAILEY DBA SABIA MENTAL HEALTH 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.

Contractor shall provide skilled medical assessment and Psychiatric Mental Health Nurse Practitioner (PMHNP) Services to individuals receiving mental health services at Marion County Health and Human Services (MCHHS). Specific services are to be performed up to 40 hours per week as specified in section 1B below.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor Shall, upon request and approval of the County:

- i. Provide skilled medical assessment and supervision of individuals who use therapeutic medications as part of a treatment plan.
- ii. Review and approve the assessment and services and supports identified in the treatment plan for each individual receiving mental health services.
- iii. Assess the physical, emotional, and development status of individuals and their families.
- iv. Provide positive intervention to maintain, restore or improve health of the individual or their family, using principles of trauma-informed care and recovery.
- v. Evaluate the results of treatment intervention based on feedback elicited from the consumer and/or family members, treatment team members, behavioral observations, or other providers.
- vi. Contribute to revisions of patient/client treatment plan on the basis of patient/client responses and/or new information regarding appropriate management of specific psychiatric issues.
- vii. Prescribe and dispense medication according to all rules governed by licensure Drug Enforcement Administration (DEA) and/or as supported by professional guidelines, professional publication or as meets the standard of care in the community.
- viii. Provide consultation and education to staff and other service providers, including primary care, in the areas of medication management and mental health intervention: provide general health education to consumers, staff and the community.
- ix. Coordinate with other health care team members to monitor individuals and adjust treatment plans as needed.
- x. Collaborate with nurses and physicians in the development and continual re-evaluation of standing orders, including appropriate medications.
- xi. Provide documentation that meets Medicare, Medicaid, and other contracted insurance requirements in paper or electronic health record according to County policies and procedures.

- xiii. County and Contractor shall agree to Contractor's work schedule. Contractor shall contact County with requested schedule changes no later than thirty (30) days before the change takes effect. Outside of illness or unexpected emergency, time off will be scheduled 30 days in advance.
 - xiv. In the event of "no shows" or unexpected cancellations, provide other needed services and support as appropriate.
 - xv. Meet County expectations regarding percentage of hours billed in relation to hours worked.
 - xvi. At County's discretion, Contractor shall perform these duties either remotely or on-site at County facilities.
- C. SPECIAL REQUIREMENTS. 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.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$667,000.00**.

- A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor **\$160.00** per hour up to but not in excess of authorized reimbursement for completing Services required under this Contract.
- B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Work and Services, but only after County has determined that Contractor has completed, and County has accepted the completed Services and work.
- C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.
- D. 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.
- E. 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 Health and Human Services
Attn: Accounts Payable
3160 Center St NE
Salem, OR 97301**

ATTACHMENT A

CERTIFICATION BY INDEPENDENT CONTRACTOR

The undersigned, Tania C. Bailey, an independent PMHNP hereby certifies that he/she is an independent contractor performing services for Marion County based on the following criteria ORS 670.600:

1. The undersigned is providing services to Marion County, by and through its Health Department free from direction and control over the manner and means of providing patient care;
2. The undersigned is responsible for maintaining all professional occupational licenses required by the State of Oregon;
3. The undersigned will invoice Marion County for all services performed upon completion of the services or specific portions thereof. The invoice will be on stationery of the undersigned;
4. The undersigned is responsible to file all necessary federal/state income tax returns;
5. The undersigned represents to Marion County that the services are being provided by an independent party who is not an employee of Marion County;
6. The undersigned is a professional, and the undersigned's primary place of business is not the Marion County Department of Health;
7. Marion County represents to the undersigned that the undersigned is an agent of Marion County solely for the purposes of indemnification for providing PMHNP Services for CBH and YSF care to clients of the Health Department under the provision of the Oregon Tort Claims Act.

CONTRACTOR

Tania C. Bailey 6/5/2026
Signature Date

Tania C. Bailey

Sabia Mental Health, LLC

CEO

Title

MARION COUNTY

Troy Gregg 06/12/2026
Troy Gregg (Jun 12, 2026 21:51:06 PDT)
Troy Gregg, Administrator Date



Marion County
OREGON

Health & Human Services

ATTACHMENT B

ATTESTATION FOR PROVIDERS SEEKING AGENT STATUS

Contracted Medical Provider Attestation

To be completed by the Practitioner when requesting agent status

NAME: Tania C Bailey **DATE:** 06/05/2026

Has your license, certification, or registration to practice your profession, Drug Enforcement Administration (DEA) registration, or narcotic registration/certificate in any jurisdiction ever been denied, limited, suspended, revoked, not renewed, voluntarily or involuntarily relinquished, or subject to stipulated or probationary conditions, or have you ever been fined or received a letter of reprimand or is any such action pending or under review? ☐ Yes ☒ No

If "Yes", please explain:

During the past five years, have any demands for money or suits been brought against you for your professional services? Are you aware of any incidents, which could become a claim or suit that has not been reported to your current insurance carrier?

Yes ☐ No ☒

If "yes", please attach information for each demand, suit or incident that includes the following and a recently valued loss summary from your professional liability carrier.

Date of Occurrence:

Claimant Name (or Claim#):

Amount Paid or Reserved:

Insurance Carrier:

Description of Treatment:

ATTACHMENT C

Confidentiality Statement

For purposes of this document: "staff" means any person doing work for Marion County Health & Human Services, whether paid or unpaid; "individual" means a person who receives services or benefits from Marion County Health & Human Services; "confidentiality" means that property, data or information of an individual is not made available or disclosed to any person or other entity that should not have the information; "PHI" means protected health information.

Confidentiality is the preservation, in confidence, of an individual's information or potential individual's information, which may be received, created, used, maintained or disclosed in an individual-staff relationship. Marion County Health & Human Services is subject to state and federal laws regarding the confidentiality of an individual's information; Marion County Health & Human Services follows these laws and rules by policy.

All individual's treatment information records are confidential, including medical and mental health information, which is maintained on paper, or electronically through computerized data systems. This also includes but is not limited to information transmitted via a FAX machine, by telephone, or during any verbal conversations. Confidentiality can be violated by:

- Leaving an individual's files open on desks, on electronic storage media, or on a computer screen unattended or in view of visitors or other unauthorized persons;
- Sending or attaching confidential information using e-mail without indicating PHIMC in the subject line;
- Discussing confidential information in public places, such as: elevators; public hallways; restaurants; restrooms; on the bus; or at home;
- Casually discussing confidential information with unauthorized persons such as family members or friends;
- Tossing paperwork containing confidential information in a wastebasket or regular recycle bin without shredding;
- Using telephones in the community where others may easily overhear a conversation regarding an individual's information;
- Using or disclosing confidential information for personal gain, commercial gain or for malicious purposes;
- Sharing computer usernames and passwords with co-workers, volunteers, student interns, etc.;
- Disclosing an individual's information without confirming that a valid authorization to disclose is on file or that policy or law allows the disclosure.

Confidential information may be used and disclosed under certain circumstances, for example: Marion County Health & Human Services uses and discloses confidential information for treatment, payment and health care operations; for reporting abuse and/or neglect; for a medical emergency; if there is a clear danger or threat to health and safety to you or others; a court order release of the information. **Note: If you receive a subpoena for records or receive a telephone call from an attorney, consult with a supervisor.**

As staff of Marion County Health & Human Services, you are required to be knowledgeable of the privacy policies and procedures pertinent to state and federal laws and rules for the Service Area(s) in which you work. You are also responsible to be knowledgeable of changes and/or new privacy policies and procedures.

Under Oregon law, Marion County may be legally liable for your actions, which are within the course and scope of your duties as staff. However, it could be determined that improper use or disclosure of confidential information is outside the course and scope of your duties. As a result, the County could refuse to defend you in any legal action. In addition, any improper disclosure of confidential information may be cause for disciplinary action (subject to County policy), up to and including, termination of employment or separation of service.

My signature below certifies that I have read and fully understand the statements above. I further understand and agree that as staff of Marion County, I have a duty, and will abide by policies, procedures and laws governing the preservation of confidential information. I understand that it is my responsibility to ask a supervisor for clarification of the applicable policies, procedures and laws. When in doubt, I will not disclose any protected health information/confidential information without first consulting with a supervisor.

Tania C Bailey

Staff Name (please print above)



Troy Gregg (Jun 12, 2026 21:51:06 PDT)

Department Designee



Staff Signature

06/12/2026

Date

June 05, 2026

Date

Rev.: 04/19



ATTACHMENT D

Workforce Separation of Service Client Health Information Statement

Client health information is confidential and protected by Oregon and federal laws. Marion County Health & Human Services, as a health care provider, is required to follow Oregon and federal laws regarding the protected health information of clients. Client health information that Marion County Health & Human Services has created, used, disclosed or maintained in its official health care provider capacity is the property of Marion County Health & Human Services.

Therefore, in addition to signing *Marion County Health & Human Services Confidentiality Statement*, the workforce staff agrees to the following Statement:

"I will return all client health information to Marion County Health & Human Services upon separation of service with Marion County Health & Human Services, on or before the day of separation of service. I know that client health information to be returned includes the following but is not limited to the following: all paper and electronic original and copied documents; client names; client addresses, client phone numbers; client schedules; client photographs; client correspondence and notes; health care provider notes; health care provider chart and medical records.

I understand and agree that under Oregon and federal law, I am required to keep client health information confidential following my separation from employment or service with Marion County."

Yes ☐ **No** ☒

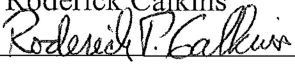
My signature below certifies that I have read and fully understand the statement above.

Tania Bailley
Staff Name (please print)

[Signature]
Staff Signature

6/5/2026
Date

Rev.: 04/19

Area: Personnel Health	Marion County Health Department	No. 2-43 500.16 Page: 1 of 2 10-12-04 Revised: March 9, 2011
Subject: Behavioral Health Documentation Policy	Prepared by: Scott Richards	Approved by/Date Roderick Calkins 

PURPOSE: The purpose of documenting behavioral health services is to provide a written summary of the treatment modalities and interventions as described in the client's individual services and supports plan; to document a client's progress towards treatment and service goals and to provide written verification of services billed to third-party payers on behalf of a client.

POLICY: It is the policy of Marion County Health Department that Behavioral Health services will be documented by a qualified service provider for each service provided for or on behalf of a client. Documentation will also be provided any time a significant change occurs in a client's condition or any time significant client information is received that may impact treatment. Services that will be billed and/or reported as encounter data will reflect the Medicaid Rehabilitative Procedure Code or the Prevention, Education, & Outreach (PEO) Code definitions.

DOCUMENTATION STANDARDS:

1. Documentation for all clinical services/activities provided in a work week will be completed within five calendar days from the date of service.
2. Documentation will be accurate, complete and reflective of the Medicaid Rehabilitative Procedure Codes and PEO definitions applicable to each service area.
3. Style and composition of documentation will meet the requirements of current Oregon Administrative Rules, payor requirements and best practices relating to each service area.
4. Services will be provided and documented by direct services staff who meet the credentialing criteria specified by each Medicaid Rehabilitative definition.
5. Documentation will be legible and appropriate to applicable professional standards.
6. Documentation review will be included as part of each service area's utilization review process.
7. Each Behavioral Health service area will provide documentation training to direct service staff covering the policy, procedures, standards, acceptable practices, and service definitions.

Training will be the responsibility of the service area Clinical Supervisor. Training will be offered:

- a. Individually to a new staff person within 2 weeks of his/her hire date.
- b. To all service area staff whenever revisions or additions are made by the Office of Addictions and Mental Health, the Health Department, or the Mid-Valley Behavioral Care Network.

- c. After regularly scheduled utilization reviews for staff identified with deficiencies in documentation practices.

CHARTING PROCEDURE:

1. All formats used to document services will include the following information:
 - a. Staff ID - The ID number of the staff providing the service.
 - b. Subprogram - The subprogram (a 3-4 letter code) for the staff providing the service
 - c. Program - The program MHS is used for all Behavioral Health programs.
 - d. Client ID # - The unique client identification number assigned to the client upon enrollment.
 - e. Client Name - The client's first and last name as it appears in the electronic client information system.
 - f. Date - The date the service was delivered to the client.
 - g. Time - The time of day, using military time, that the service occurred.
 - h. Activity Code – The Health Department code used to identify the mental health rehabilitative or PEO service delivered.
 - i. Setting - The location where the service took place.
 - j. Duration - The amount of time, in minutes, it took to deliver the service.
2. The progress note section of service documentation will include:
 - a. The specific service provided.
 - b. The duration of the service provided.
 - c. The date on which the service was provided
 - d. The location of the service.
 - e. The signature and credentials of the person who provided the service.
 - f. Periodic reviews of progress toward intended outcomes, consistent with goals and timelines in the individual service/treatment plan.
 - g. Any significant events or changes in the individual's life circumstances, including mental status, treatment response and recovery status.
 - h. Any decisions to conclude or transfer service.
 - i. Unplanned services that deviate from the service plan shall be noted as such in the service note.
3. A Medication Administration Report (MAR) may be used by Behavioral Health Staff for documenting dispense of specified medications to clients. MARs documentation will be consistent with professional and community standards of care. Information will be added to a client's MAR at each medication dispense. MARs will be maintained in the clinical record or a Medication Book, consistent with applicable administrative rules, for residential programs.
4. Prescribers (LMPs and MDs) will submit dictation for each rehabilitative service or information needing to be added to the clinical record. The dictation will be transcribed using a medically approved format. The information contained in each Prescriber progress note will conform to standard medical practices.
5. An information-only progress note may be used to document information concerning a client that is important information to document but not a billable service. Information-only notes are not processed through Data Entry and are not entered into the electronic client information system. The notes will not generate billing or encounter data nor be included in data reports. Information-only progress notes are submitted directly for filing into the client's clinical record.

ADDENDUM #1
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS
ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and **Sabia Mental Health, LLC**, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

- a. BUSINESS ASSOCIATE shall mean **Sabia Mental Health, LLC**.
- b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
- c. COVERED ENTITY shall mean MARION COUNTY.
- d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
- e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- g. PROTECTED HEALTH INFORMATION shall have-the same meaning- as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification,

and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

- a. Statutory Duties.
 - (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
 - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation

Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401 (c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.

- a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
 - (1) The disclosure is Required by Law;
 - (2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

- (3) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (4) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

- f. Right of Access to Information. BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. Access to Documentation of Disclosures. BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. False Claims, Fraud, Waste and Abuse. BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:
 - (1) Office of Inspector General (OIG) <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>
 - (2) Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

- a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

10. Termination of Contract.

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
 - (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
 - (2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.
- b. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.
 - (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

11. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. Qualified Service Organization Contract Provisions.

- a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.
- b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.
- c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.
- d. CONTRACTOR Shall:
 - (1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
 - (2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/1/2026

Department: Health & Human Services

Title: Non-OHP Community and Residential Assistance Class-Specific Special Procurement

Management Update/Work Session Date: 6/23/2026 Audio/Visual aids ☐

Time Required: 10 mins Contact: Lyndsie Schwarz Phone: 503-584-4898

Requested Action: Requesting approval of Class-Specific Special Procurement Non-Oregon Health Plan (OHP) Community and Residential Assistance.

Issue, Description & Background: Marion County Health & Human Services (MCHHS) is requesting an exemption to allow the use of a Special Procurement to issue multiple contracts over time to qualified providers, including Oregon Health Authority (OHA)-licensed Secure Residential Treatment Homes (SRTF), Residential Treatment Facilities/Homes (RTF/RTH), and Adult Foster Homes (AFH), that provide residential behavioral health services to adults with serious and persistent mental illness and other complex behavioral needs, as well as specialized outpatient behavioral health services that are legally ordered, clinically required, or necessary to support individuals under Psychiatric Security Review Board (PSRB) jurisdiction or under forensic supervision requirements. Services are provided to eligible adults and young adults in transition who are not covered by Medicaid.

Financial Impacts: Total estimated Cost \$1,200,000.00 per year.

Impacts to Department & External Agencies: N/A

List of attachments: Special Procurement, Notice of Request for Approval

Presenter: Phil Blea

Department Head Signature: Troy Gregg
Troy Gregg (Jun 17, 2026 16:44:36 PDT)



CLASS-SPECIFIC SPECIAL PROCUREMENT

HE1813-26

for

Non-OHP Community and Residential Assistance

Marion County is conducting a Special Procurement pursuant to ORS 279B.085 and MCPCR 20-0285.

1. BACKGROUND

- A. Oregon Health Authority (OHA) has designated Marion County Health & Human Services (MCHHS) as the Local Mental Health Authority (LMHA) to be responsible for the Community Mental Health Program (CMHP) for planning the delivery of Services to individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in Marion County.
- B. To fulfill its responsibilities as the LMHA, MCHHS contracts with qualified providers, including OHA-licensed Secure Residential Treatment Homes (SRTF), Residential Treatment Facilities/Homes (RTF/RTH), Adult Foster Homes (AFH), that provide residential behavioral health services to adults with serious and persistent mental illness and other complex behavioral needs, as well as specialized outpatient behavioral health services that are legally ordered, clinically required, or necessary to support individuals under Psychiatric Security Review Board (PSRB) jurisdiction or under other forensic supervision requirements.
- C. Approved Mental Health (MH) homes in Marion County are licensed by OHA and receive a letter of support from MCHHS.
- D. MCHHS serves as the fiscal intermediary for OHA-funded behavioral health services and administers payments to qualified providers for services provided to eligible adults and young adults in transition who are uninsured, underinsured, not eligible for Medicaid, have exhausted Medicaid services, meet the criteria for the Citizen Alien Waived Medical Program (CAWEM), have limited or no income, or require services pursuant to court orders, PSRB orders, or other legal authority.

- E. In June 2024, MCHHS requested Special Procurement HE1531-24 for Non-OHP Community and Residential Assistance - MHS 17. The resulting approved Board Order 24-074 is effective through December 31, 2029.
- F. Effective January 1, 2026, Marion County and OHA executed a new County Financial Assistance Agreement (CFAA) for Community Mental Health Programs services through June 30, 2027. The CFAA establishes the County's responsibilities for the provision and coordination of community mental health services and replaces the previous IGA structure that references specific service elements.
- G. This Special Procurement is intended to align with the County's current obligations under the CFAA and provide flexibility to contract with qualified providers necessary to meet those obligations. The services covered by this Special Procurement support the County's responsibilities under the CFAA, including Invoiced Services eligible for reimbursement through Part C funds: Mental Health Residential Services, room and board, personal incidental funds, and PSRB security and supervision services.
- H. This Special Procurement is requested to allow MCHHS to contract with OHA-licensed adult mental health residential providers and specialized forensic service providers necessary to deliver and administer Part C Invoiced Services under the CFAA.

2. CONTRACTING PROCEDURE

MCHHS will directly contract with qualified providers, including OHA-licensed adult mental health residential providers and specialized forensic service providers approved by MCHHS, to perform the services identified in Section 3.

3. CLASS OF GOODS OR SERVICES

The contracts resulting from - this Special Procurement will cover services eligible for reimbursement through Part C funds identified in the CFAA, including Invoiced Services. Services may include but are not limited to:

- Daily service rates for mental health residential services for adults age 18 and older in Secure Residential Treatment Facilities, Residential Treatment Facilities, or Residential Treatment Homes licensed under OAR Chapter 309, Division 35, who are uninsured, underinsured, not eligible for Medicaid, have exhausted Medicaid services, meet the criteria for the Citizen Alien Waived Medical Program (CAWEM), or have been ordered by a court or the Psychiatric Security Review Board to receive services in a level of care for which the individual does not meet medical necessity;
- Daily service rates for Young Adults in Transition (YAT) age 17 through 25 residing in a YAT Residential Treatment Home licensed under OAR Chapter 309, Division 35, who are uninsured, underinsured, not eligible for Medicaid, have exhausted Medicaid services, meet the criteria for the Citizen Alien Waived Medical Program

(CAWEM), or have been ordered by a court to receive services in a level of care for which the individual does not meet medical necessity;

- Room and board for adults and Young Adults in Transition with limited or no income residing in licensed mental health residential settings;
- Personal incidental funds for adults and Young Adults in Transition with limited or no income residing in licensed mental health residential settings;
- PSRB security services identified in a conditional release order and required for the safety of the individual and the public; and
- PSRB supervision services necessary to maintain compliance with court or supervising authority requirements, including assessment, evaluation, outpatient treatment, and polygraph services when not covered through another funding source.

4. REQUIREMENTS

Pursuant to MCPCR 20-0285 The county may award a contract as a special procurement pursuant to the requirements of ORS 279B.085. The Board may approve a special procurement if the procurement:

A. ORS 279B.085(4)(a)

Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

B. ORS 279B.085(4)(b)(A)

Is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or

C. ORS 279B.085(4)(b)(B)

Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

5. DETERMINATION AND FINDINGS

A. ORS 279B.085(4)(a)

The County does not select the vendors through a competitive placement process and does not determine individual placements. Residential placements and service referrals are based on individual clinical needs, court and other legal orders, supervision requirements, provider qualifications, and service availability. OHA-licensed adult mental health residential providers and specialized forensic service providers independently determine whether they are able to accept and serve a particular individual based on the individual's needs and the provider's capacity, licensure, and program requirements. Vendors will be determined as stated in Section 3 and new vendors may be added during the duration of this Special Procurement as they become available and qualified to provide these services.

B. ORS 279B.085(4)(b)(B)

Complying with ORS 279B.055 (Competitive Sealed Bidding), ORS 279B.060 (Competitive Sealed Proposals), ORS 279B.065 (Small Procurements), or ORS 279B.070 (Intermediate Procurements) will not meet the needs of the program as these are all methods of determining lowest cost or best value. The County is not able to select the providers through one of the standard sourcing methods, as the program needs to contract with a group of providers over time as described above, and as such needs a procurement method that will connect the program to all applicable providers. The CMHP must maintain the ability to contract with all OHA-licensed adult mental health residential providers and specialized forensic service providers that are appropriate and available to serve eligible individuals. The CMHP cannot predetermine which providers will be needed because placement decisions depend on individual clinical needs, provider acceptance, available capacity, and funding eligibility at the time services are required. In addition, The CMHP must maintain the ability to contract with specialized providers capable of delivering court-ordered treatment, evaluation, and other forensic services required to support individuals under the PSRB jurisdiction. Because provider selection is driven by licensure, provider acceptance, court and other legal orders, clinical appropriateness, and service availability rather than a competitive selection process, the use of standard procurement methods is not possible.

6. LENGTH OF TIME

The County seeks approval to use a special procurement process to contract with OHA-licensed adult mental health residential providers and specialized forensic service providers necessary to deliver and administer Part C Invoiced Services under the CFAA until and if the County ceases to have an active CFAA with OHA that covers these services.

7. RESULTS OF INITIAL POSTING

No protests from initial 7-day posting.

8. REVIEW AND APPROVAL

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair

Date

Commissioner

Date

Commissioner

Date



NOTICE OF REQUEST for APPROVAL of a SPECIAL PROCUREMENT

HE1813-26

for

Non-OHP Community and Residential Assistance

Release Date: **June 8, 2026**

Comments / Questions / Protest Due: **June 15, 2026; 3:00 PM PT**

1. NOTICE

The County will be requesting its Board of Commissioners approve a special procurement.

Prior to the request being presented to the Board, pursuant to MCPCR 20-0285, a notice must be advertised providing the public an opportunity to protest the request.

2. DOCUMENTS

Electronic copies of this notice and all related documents can be obtained from the Marion County Procurement Collaboration Portal at the following URL:

<https://contracts-marioncountygcc.msapproxy.net/gateway/>

3. REQUEST

Please review the document titled "Class-Specific Special Procurement HE1813-26 for Non-OHP Community and Residential Assistance". This document includes all the elements required to satisfy ORS 279B.085 and MCPCR 20-0285, Special Procurement

4. COMMENT, QUESTION, AND PROTEST OPPORTUNITY

MCPCR 20-0285(4) states that an affected person may protest the approval of or request for approval of a special procurement in accordance with ORS 279B.400 and section 20-0700.

If you wish to provide comment, questions, or a protest to the request for approval of a Special Procurement, it must be done so through the Marion County Procurement Collaboration Portal at the URL listed above, by the time and date listed above.

5. RESPONSE INSTRUCTIONS

A. Log Into the Procurement Collaboration Portal

- i Go to the Marion County Procurement Collaboration Portal which can be found at:
<https://contracts-marioncountygcc.msappproxy.net/gateway/>
 - ii Sign In or Create an Account
 - iii Creating an account MUST be completed 15-30 minutes before files will be able to be submitted through the portal.
- B. Solicitations Tab
- i At the top of the page, hover over Solicitations
 - ii Select Search All Solicitations
 - iii Click View next to the applicable solicitation
- C. Opportunity Details
- i ***Viewing Documents*** – Scroll down the page to the Files, Documents, Images section, Public Files: subsection. Here you will find all of the relevant files.
 - ii ***Submitting a Question*** – If you would like to submit a question, scroll down the page to the Questions & Answers section. Type your question in the My Questions/Answers text box and click the Ask Question box.
 - iii ***Register as Respondent*** - If you are interested in responding to the posting, click the button Register as Respondent on the left side of the screen.
 - iv ***Submitting Documents*** – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.
 - v ***Response Status*** – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

6. DISCLAIMER

This notice is issued to support the Special Procurement; it does not constitute a solicitation on its own. There will not be an evaluation or scoring of the material submitted. No information received in response to this notice will be returned. Responses to this notice are not an offer and cannot be accepted by the County to form a binding contract. Respondents will not necessarily be notified the result of this notice, or future solicitation opportunities.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/1/26

Department: Public Works

Title:

ARPA Lebrun Road Realignment

Management Update/Work Session Date: 10/22/2024 Audio/Visual aids ☐

Time Required: 5 min Contact: Ryan Crowther Phone: x3112

Requested Action:

Approve the project closure request, Amendment No. 3 to American Rescue Plan Act (ARPA) funding agreement BO-4802-22 between the Marion County Board of Commissioners' Office and Marion County Public Works Department, decreasing the total granted funds by \$777,608.66, from \$800,000.00 to \$22,391.34, for the ARPA - Lebrun Road Realignment Project.

Issue, Description
& Background:

In February 2022, the Board awarded \$800,000.00 in ARPA funds to the Lebrun Road Realignment project for the Lebrun Road Realignment and Railroad Crossing.

Amendment 3 enables Marion County Public Works to close out BO-4802-22 and return unspent funds for reallocation to other ARPA projects by the Board.

Financial Impacts:

This amendment will allow \$777,608.66 in ARPA funds to be reallocated.

Impacts to Department
& External Agencies:

None

List of attachments:

BO-4802-22, Amendment 3, Project Closeout Request

Presenter:

Ryan Crowther

Department Head
Signature:

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.05.26 20:46:53 -07'00'

Contract Review Sheet

Grant Agreement

BO-4802-22 - Am3

Title: ARPA Lebrun Road Realignment

Contractor's Name: Public Works Department

Department: Board of Commissioners

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: December 31, 2026

Original Contract Amount: \$ 1,000,000.00

Previous Amendments Amount: \$ (200,000.00)

Current Amendment: \$ (777,608.66)

New Contract Total: \$ 22,391.34

Amd% -98%

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

Source Selection Method: 20-0260 Request for Proposal

RFP# 1024

Description of Services or Grant Award

2021 Marion County ARPA Funds Application Round 1 Grant Award for: Lebrun Road Realignment and Railroad Crossing.

Amendment 1 - Replaces the original application with an updated application.

Amendment 2 - Reduce grant award (\$200,000) related to risk with having a publicly funded project enmeshed with their private development project for a new not to exceed amount of \$800,000.

Amendment 3 - reduces grant funds by \$777,608.66 for a total not to exceed \$22,391.34 and closes out grant.

Desired BOC Session Date: 7/1/2026

Contract should be in DocuSign by: 6/10/2026

Agenda Planning Date: 6/18/2026

Printed packets due in Finance: 6/16/2026

Management Update

BOC upload / Board Session email: 6/17/2026

BOC Session Presenter(s) Ryan Crowther

Code: Y

REQUIRED APPROVALS

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



AMENDMENT 3 to BO-4802-22
the MEMORANDUM OF UNDERSTANDING
between
MARION COUNTY BOARD OF COMMISSIONERS
and PUBLIC WORKS DEPARTMENT

This is Amendment 3 to the Memorandum of Understanding (as amended from time to time, the “MOU”), dated June 1, 2022, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Public Works Department, hereafter called Department.

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

1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This MOU includes the following exhibits which are incorporated herein:

- Exhibit A.2 (ARPA Amendment & Budget Adjustment Narrative)
- Exhibit A.3 (Marion County ARPA Closeout Information and Documentation)

4. Consideration; Reporting

- a. The Board has agreed to make an award of funds to the Department not-to-exceed amount of **Twenty-Two Thousand Three Hundred Ninety-One Dollars and Thirty-Four Cents (\$22,391.34)** ~~Eight Hundred Thousand Dollars (\$800,000)~~ (the “Grant”). Grant disbursements shall be a reimbursement of funds to Department, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Infrastructure.

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

PUBLIC WORKS DEPARTMENT SIGNATURE

Authorized Signature: _____
Department Director or designee Date

Exhibit A.2

	Organization Name:	Marion County Public Works
	Project Title:	Lebrun Road Realignment
	Date of Request:	5/26/26
	Name of Person Completing Request:	Alicia Jones
	Title of Person Completing Request:	Grant/Contracts Compliance Analyst
	Phone # of Person Completing Request:	503-373-4320
	Original MC ARPA Award/Contract:	\$ 800,000.00
	MC ARPA Award/Contract Number:	BO-4802-22

Step 1: Please respond to each question/statement below.		
#	Question	Answer
1	Why are you requesting a program amendment (What circumstances impact this request)?	This project was cancelled in 2023 and the funding redistributed to other projects at the discretion of the Board of Commissioners before the obligation deadline of December 31st, 2024. Before closeout, the total contract amount is required to be adjusted to reflect actual project costs of \$22,391.34.
2	Using the approved contract, specifically identify the text requested to be edited/removed. Enter the original text from the contract with strikeouts for text to be removed and bold text for text to be added. <i>Option: If it would help for clarity, submit the pertinent section of the approved contract with strike outs and bold text as described above .</i> If Marion County requires a contract scope change, use Tab 3 "Scope Change Request" to answer this question.	Project was cancelled, staff time and initial research was the only use of funds.
3	How will the requested change affect the project?	Project was cancelled.
4	Will the requested change maintain the integrity of the original ARPA category (e.g. Negative Economic Impact, Water & Sewer Infrastructure, Public Health)?	No
5	How will the requested change affect the original contractual timeline?	Project was cancelled.
Step 2: If a budget adjustment is also being requested, answer Question #6 and complete Tab 2.		
6	How will the requested change affect the original MC ARPA budget?	

By completing this request, person completing this form certifies and attests that, to the best of my knowledge, all information provided in this form is true and accurate and I have the authority to represent the organization in this request.

Submit via email to: ARPArecovery@co.marion.or.us

Exhibit A.3
Marion County ARPA Closeout Information & Documentation

Date:	4/28/2026
Name of Entity:	Marion County Public Works
Title of Project:	ARPA Lebrun Road Realignment
Name of Entity Representative Completing Form**:	Alicia Jones
Position Title of Entity Representative Completing Form:	Grant/Contracts Compliance Analyst
Phone Number of Entity Representative Completing Form:	503-373-4320
Marion County Grant Agreement Number:	BO-4802-22
Original Contract Amount:	1000000
Amount Expended (Reimbursed by Marion County) to Date:	22391.34
Project Completion Date:	N/A

#	Questions	Yes	No	N/A	Comment
PROJECT STATUS					
1	Is your project complete or will it be in 30 days? <i>*If no, in Column F please explain the circumstances and resolution.</i>	X			
GOALS AND IMPACT					
2	Have the goals of the project been met? <i>*YES = Use Column F to state the project goals.</i> <i>*NO = Use Column F to briefly describe the planned goals and why they were not met.</i>		X		
3	Based on the project need and the planned impact, did your entity document evidence of project impact? <i>*YES = Use Column F to state the project impact.</i> <i>*NO = Use Column F to briefly describe the planned project impact indicators and how they will be documented .</i>		X		Project did not move forward, only costs incurred for staff time.
USE OF FUNDS					
4	Has your entity submitted a final disbursement request for all awarded MC ARPA funds (Original Contract Amount)? <i>*If no, in Column F identify when your entity will complete the final disbursement request.</i>	X			
COMPLIANCE					
5	Did your entity track revenue and expenditures of this project separately from other federal awards? <i>*If no, in Column F please explain the issues you have experienced with tracking revenue and expenditures and your planned resolution.</i>	X			
6	Are you aware that records and financial documents involving the MC ARPA project must be maintained for five years after all funds have been expended or returned to MC? <i>*If yes, in Column F provide the location in which these records will be maintained and the name, title, and email address of the person responsible for record retention.</i> <i>*If no, in Column F, please explain your plan, and provide an assurance, to establish a record retention process and notify MC of the location in which these records will be maintained and the name, title, and email address of the person responsible for record retention.</i>	X			Revenue and Expenditures are in the GL system, project binder includes journal entries, etc. Project files will be electronically archived on MCPW G: drive at G:\Engineering\ProjectCentral\Projects\ARPA LeBrun Road Realignment
PROPERTY & CAPITAL PROJECTS MANAGEMENT					
7a	Did your entity purchase property or equipment with MC ARPA funding? If yes, please also answer # 7b, 7c, and 7d.		X		

Exhibit A.3

#	Questions	Yes	No	N/A	Comment
7b	Have you followed procedures to document these purchases including: description, identification number, acquisition date, location, and ultimate disposition information? (2 CFR 200.313) *If no, in Column F, please explain your plan to document the purchase of property or equipment.			X	
7c	Does your entity maintain an inventory for equipment that has been purchased with MC ARPA funds? (2 CFR 200.313 (d)(2)) *If yes, please provide your inventory in the "Equipment Inventory" tab of this report. *If no, in Column F, please explain your plan to prepare an inventory of equipment purchased with MC ARPA funds prior to closeout.			X	
7d	Does your entity plan to retain, maintain, and use the the property or equipment purchased with MC ARPA funds for the original purpose? * If no, in Column F, please describe your plan to dispose of the property (If sold or planning to sell, and the property or equipment has a per-unit fair market value in excess of \$5,000, this plan must include compensation to MC as described in 2 CFR 200.313 (e)(2)).			X	
**By completing this form, Entity Representative certifies and attests that, to the best of my knowledge, all information provided in this form is true and accurate and I have the authority to represent the entity in these attestations.					
<u>Marion County will complete this section</u>					
Reviewer:					
Reviewer Title:					
Date Completed:					
Review Comments & Assessment:					



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 1, 2026

Department: Tax Office

Title: Cancellation of uncollectible personal property tax accounts

Management Update/Work Session Date: N/A Audio/Visual aids ☐

Time Required: 15 min. Contact: Natasha McVey, Tax Collector Phone: ext. 2249

Requested Action: Adoption of order canceling uncollectible personal property tax accounts.

Issue, Description & Background: Periodically, it becomes apparent that a personal property tax account is going to be uncollectible, despite the best efforts of the Tax Collector. This could be because the taxpayer has filed bankruptcy, the personal property has been abandoned, or the personal property has been moved and its whereabouts is unknown. ORS 311.790 allows the Board to issue an order canceling personal property tax accounts that are determined to be "wholly uncollectible."

Financial Impacts: The total amount of uncollectible taxes sought to be canceled equals \$52,224.95.

Impacts to Department & External Agencies: None.

List of attachments: Petition for Order Canceling Uncollectible Property Taxes Board order, with attached list of personal property tax accounts.

Presenter: Natasha McVey, Tax Collector

Department Head Signature: Natasha McVey

FOR MARION COUNTY, OREGON

Michelle Teed
Sr. Assistant Legal Counsel

PETITION FOR ORDER CANCELING UNCOLLECTIBLE PROPERTY TAXES

July 1, 2026

Exhibit A

Tax ID	Roll	Name:	Reason	Years	Tax & Int
128340	MS	BRIAN FITTERER	ABANDONMENT	2024	\$ 898.72
				2025	\$ 757.61
				TOTAL	\$ 1,656.33
127835	MS	COTE, ROBERT T & AUDRE	DESTROYED BY FIRE	1997	\$ 636.31
				1998	\$ 861.49
				1999	\$ 813.24
				2000	\$ 748.33
				2001	\$ 580.76
				2002	\$ 561.25
				2003	\$ 545.59
				2004	\$ 584.88
				2005	\$ 487.90
				2006	\$ 497.42
				2007	\$ 572.11
				2008	\$ 576.11
				2009	\$ 364.80
				2010	\$ 277.86
				2011	\$ 334.87
				2012	\$ 221.37
				2013	\$ 241.29
				2014	\$ 289.94
				2015	\$ 185.47
				2016	\$ 224.04
				2017	\$ 243.04
				TOTAL	\$ 9,848.07
320818	MS	FORBES, PAUL T & ATHEN	HOME 'GONE' PRIOR TO	2005	\$ 366.80
			2020 WILD FIRE	2006	\$ 346.61
				2007	\$ 259.13
				2008	\$ 324.74
				2009	\$ 260.46
				2010	\$ 317.92
				2011	\$ 251.77
				2012	\$ 242.70
				2013	\$ 301.55
				2014	\$ 229.19
				2015	\$ 237.14
					\$ 3,138.01
129081	MS	WILLIAMS, SANDRA M	HOME 'GONE' PRIOR TO	2008	\$ 230.84
			2020 WILDFIRE		
				TOTAL	\$ 230.02

Tax ID	Roll	Name:	Reason	Years	Tax & Int
349453	BP	JO-ANN STORES LLC	STORE CLOSED PRIOR TO LIEN DATE	2025	<u>\$ 5,637.32</u>
				TOTAL	\$ 5,637.32
131911		PRZYBYLA, BARBARA C	HOME DEMO'D PRIOR TC MARCH OF 2023	2006	\$ 1,389.63
				2007	\$ 2,203.25
				2008	\$ 2,566.13
				2009	\$ 2,287.06
				2010	\$ 1,769.04
				2011	\$ 1,612.74
				2012	\$ 1,565.70
				2013	\$ 1,482.39
				2014	\$ 1,477.47
				2015	\$ 1,547.18
				2016	\$ 1,633.72
				2017	\$ 1,404.97
				2018	\$ 1,710.19
				2019	\$ 1,751.80
				2020	\$ 1,682.37
				2021	\$ 1,598.75
				2022	\$ 1,709.12
				2023	\$ 1,577.80
				2024	<u>\$ 745.89</u>
					\$ 31,715.20
TOTAL TO BE CANCELLED					\$ 52,224.95

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of the)
cancellation of uncollectible)
personal property taxes.)

Order No.

This matter came before the Board of Commissioners at its regularly scheduled public meeting on the 1st day of July, 2026, for it to consider the matter of the cancellation of uncollectible personal property taxes listed in Exhibit A, which is attached hereto; and

WHEREAS, the Board finds that the personal property taxes listed in Exhibit A are wholly uncollectible; and

WHEREAS, the Board finds that it has the authority to cancel uncollectible personal property taxes under ORS 311.790;

NOW, THEREFORE, IT IS HEREBY ORDERED that the Tax Collector cancel the personal property taxes listed in Exhibit A.

DATED at Salem, Oregon, this _____ day of _____ 20____.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

PETITION FOR ORDER CANCELING UNCOLLECTIBLE PROPERTY TAXES

July 1, 2026

Exhibit A

Tax ID	Roll	Name:	Reason	Years	Tax & Int
128340	MS	BRIAN FITTERER	ABANDONMENT	2024	\$ 898.72
				2025	\$ 757.61
				TOTAL	\$ 1,656.33
127835	MS	COTE, ROBERT T & AUDRE	DESTROYED BY FIRE	1997	\$ 636.31
				1998	\$ 861.49
				1999	\$ 813.24
				2000	\$ 748.33
				2001	\$ 580.76
				2002	\$ 561.25
				2003	\$ 545.59
				2004	\$ 584.88
				2005	\$ 487.90
				2006	\$ 497.42
				2007	\$ 572.11
				2008	\$ 576.11
				2009	\$ 364.80
				2010	\$ 277.86
				2011	\$ 334.87
				2012	\$ 221.37
				2013	\$ 241.29
				2014	\$ 289.94
				2015	\$ 185.47
				2016	\$ 224.04
				2017	\$ 243.04
				TOTAL	\$ 9,848.07
320818	MS	FORBES, PAUL T & ATHEN	HOME 'GONE' PRIOR TO	2005	\$ 366.80
			2020 WILD FIRE	2006	\$ 346.61
				2007	\$ 259.13
				2008	\$ 324.74
				2009	\$ 260.46
				2010	\$ 317.92
				2011	\$ 251.77
				2012	\$ 242.70
				2013	\$ 301.55
				2014	\$ 229.19
				2015	\$ 237.14
					\$ 3,138.01
129081	MS	WILLIAMS, SANDRA M	HOME 'GONE' PRIOR TO	2008	\$ 230.84
			2020 WILDFIRE		
				TOTAL	\$ 230.02

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				2022	\$ 1,709.12
				2023	\$ 1,577.80
				2024	<u>\$ 745.89</u>
					\$ 31,715.20
TOTAL TO BE CANCELLED					\$ 52,224.95