



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, December 3, 2025
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

BOARD OF COMMISSIONERS

Board Committee Appointments – Mental Health Advisory Committee

1. Approve orders reappointing Dr. Earlene Camarillo and Dr. Leon Harrington to the Marion County Mental Health Advisory Committee (MHAC) with terms ending December 31, 2028.

Board Committee Appointments – Local Alcohol and Drug Planning Committee

2. Approve orders reappointing Dr. Carlos Texidor Maldonado and Joshua Lair to the Marion County Local Alcohol and Drug Planning Committee (LADPC) with terms ending June 30, 2029; and an order appointing Joshua Lair as the LADPC, Chair through December 31, 2027.

CLERK’S OFFICE

3. Approve the Contract for Services with Lynx Group, Inc. in the not-to-exceed amount of \$300,000 to provide ballot printing services for regular and special Marion County elections effective January 1, 2026, through December 31, 2026.

FINANCE

4. Approve a quitclaim deed for the private sale and transfer of ownership of tax foreclosed property for tax account 516497, from Marion County to James and Arica Mitchell.

HEALTH AND HUMAN SERVICES

5. Approve an order appointing the following individuals as Director’s Designee’s to authorize emergency actions for the Marion County Community Mental Health Program (CMHP):

Kat Altair
Steve Jackson
Laura Roberts

Robert George
Cathy Martell
Kathy Sias

Jennifer Heine
Dana Padilla
Shannon Wilhelm

6. Approve Amendment #1 to the Contract for Services with Iris Telehealth Medical Group PA, to add \$500,000 for a new not-to-exceed contract total of \$1,075,000 to continue to provide tele-psychiatric treatment for patients identified and scheduled by Marion County Health and Human Services through January 31, 2027.

7. Approve the Contract for Services with Robert Hiester, PMHNP, in the not-to-exceed amount of \$300,000 to provide skilled medical assessment and Psychiatric Mental Health Nurse Practitioner (PMHNP) services through October 31, 2028.

8. Approve the incoming funds Subgrant Agreement with PacificSource Community Solutions in the not-to-exceed amount of \$451,693.23 to assist with Health-Related Social Needs (HRSN) services, nutrition support, staffing, and enhance community coordination retroactive to July 31, 2025, through December 31, 2028.

INFORMATION TECHNOLOGY

9. Approve the Purchase Order with CDW Government, LLC, in the amount of \$305,645 for the renewal of a subscription-based storage array effective January 30, 2026, through January 29, 2029.

10. Approve Amendment #1 to the Purchase Order with Robert Half International to add \$149,444.50 for a new PO total of \$228,574 to continue to provide temporary staffing services through June 30, 2026.

10.5 Approve the License Agreement with TeamDynamix Solutions, LLC, in the not-to-exceed amount of \$241,553.47 to provide service management and project portfolio management services through December 3, 2030.

(Revised 12/3/2025: Motion made and approved to add this item to the Consent Agenda.)

TAX OFFICE

11. Approve an order for a property tax refund for KL LB Buy 1, LLC, account 355022, in the amount of \$56,607.30.

ACTION

LEGAL COUNSEL

12. Consider the first title reading of an ordinance to amend and update Marion County Code Chapter 1.25.220. –Steve Elzinga

PUBLIC HEARINGS
Starting no earlier than 9:30 a.m.

PUBLIC WORKS

A. Public hearing to consider recommended changes to municipal solid waste collection rates within the unincorporated areas of Marion County. –Brian May

ACTION

PUBLIC WORKS

13. Consider approval of an order to approve the adjustment of solid waste collection rates for haulers within the unincorporated areas of Marion County as described Exhibit A.
–Brian May **(TO BE ACTED ON FOLLOWING THE PUBLIC HEARING)**

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: Wednesday, December 3, 2025 9:00a

Department: Health & Human Services

Title: Mental Health Advisory Committee Appointments

Management Update/Work Session Date: 10/28/2025 Audio/Visual aids []

Time Required: 5 Contact: Samantha Andress Phone: x4903

Requested Action: Reappoint Earlene Camarillo and Leon Harrington to the Mental Health Advisory Committee (MHAC) for a term ending December 31, 2028.

Issue, Description & Background: The MHAC is a group of knowledgeable and unique individuals who provide advocacy and leadership for the county by advising and making recommendations to the HHS Administrator and the Board of Commissioners. Earlene and Leon were initially appointed to the MHAC in 2021 and are seeking to be reappointed for another term.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Application, proposed roster, board order

Presenter: Phil Blea

Department Head Signature: Ryan Matthews Digitally signed by Ryan Matthews Date: 2025.11.05 14:22:51 -08'00'



Advisory Board Application

Applicant's Name: **Dr. Earlene Camarillo**
Adv. Board: **Mental Health Advisory Committee**
City of Residence: **Salem**
Occupation: **Associate Professor, Western Oregon University**
Application Rcd: **October 7, 2025**

The reason I am applying:

I have enjoyed serving on this committee over the last four years, particularly now that the group has a good momentum. I believe I can contribute an important perspective as an educator of public administration and public health policy.

More about my personal and professional interests:

As someone who has used behavioral health services and has seen how mental health challenges can disrupt families, I am passionate about promoting a greater awareness of MH and provision of behavioral health services to the local community.

Tell us more about your community involvement:

At the county, I volunteered for the previous Health Advisory Board. I also co-founded the Empowered Communities Project through which I provide advocacy training for nonprofit orgs within the community and other events geared towards facilitating deliberative dialog and stronger local communities.

Previous board service at Marion County:

I served on the Marion County Health Advisory Board before it was dissolved.

Qualifications and Skills:

PhD - Political Science/Health Policy; professor, health policy; Health Impact Assessment training; Community Health Assessment projects; Communication Specialist, Northland Home Care (Flagstaff, AZ); Marketing Intern, Mountain Heart Health Services (Flagstaff, AZ)

More about yourself and why you are applying:

Citizen advisory boards are an important component of a democratic system, and I enjoy working together with other members of the community to support the important work of our county behavioral health division. Serving on this committee helps me stay engaged with the county and aware of the services and challenges facing MCHHS.

Signature

Agreement Statement:

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

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

I Agree *



Advisory Board Application

Applicant's Name: **Dr. Leon Harrington**
Adv. Board: **Mental Health Advisory Committee**
City of Residence: **Mill City**
Occupation: **Child & Adolescent Psychiatrist**
Application Rcd: **October 15, 2025**

The reason I am applying:

Renewal

More about my personal and professional interests:

Child psychiatrist

Tell us more about your community involvement:

MCMHC

Previous board service at Marion County:

Renewal

Qualifications and Skills:

MD, Board certified child psychiatrist

More about yourself and why you are applying:

Renewal

Signature

Agreement Statement:

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

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

I Agree *

Marion County
Mental Health Advisory Committee (MHAC)
Roster 2025

	Member	Occupation	City	Joined	Term Expires
1	Dr. Leon Harrington	Child & Adolescent Psychiatrist	Mill City	2021	12/31/2028
2	Earlene Camarillo	Assistant Professor, Western University	Salem	2021	12/31/2028
3	Michael Mann	Executive Director Salem for All	Aumsville	2021	6/30/2029
4	Jackie Follis	CADC, QMHP-R	Salem	2023	12/31/2027
5	Christina McCollum	Behavioral Health Regional Strategist, PacificSource Community Solutions	Salem	2024	06/30/2028
6	Dean Howes	Beverage Director, Savoury Brands	Aumsville	2025	12/31/2028
7	Teresa Joslin	N/A- Retired	Salem	2025	12/31/2028
8	Karla Hunter	Jackman Wealth Management LLC	Salem	2025	12/31/2028
9	Maria Torres	N/A	Salem	2025	12/31/2028
10	Sharma Owens	Social Worker, Salem Keizer School District	Salem	2025	6/30/2029

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of reappointing)
Leon Harrington to the Mental)
Health Advisory Committee)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, December 3, 2025, to reappoint a member to the Marion County Mental Health Advisory Committee;

WHEREAS, the Board of Commissioners has established the Mental Health Advisory Committee; and

WHEREAS, the Mental Health Advisory Committee serves as the structured advisory group to the Local Mental Health Authority, and serves the public interest by supporting the effective development and operation of the Marion County Health & Human Services (MCHHS) Community Mental Health Program (CMHP); and

WHEREAS, there is a vacant position on the Mental Health Advisory Committee; and

WHEREAS, IT APPEARING to the Board of Commissioners that Leon Harrington is qualified and willing to serve as a member of the Mental Health Advisory Committee for a four- year term; now, therefore,

IT IS HEREBY ORDERED that Leon Harrington is appointed to the Mental Health Advisory Committee for a term ending December 31, 2028.

DATED this 3rd day of December 2025

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

CC: Clerk
Volunteer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, December 3, 2025 9:00a

Department: Health & Human Services

Title: Local Alcohol & Drug Planning Committee Appointments

Management Update/Work Session Date: 10/28/2025 Audio/Visual aids

Time Required: 5 Contact: Samantha Andress Phone: x4903

Requested Action: Reappoint Carlos Texidor Maldonado and Josh Lair to the Local Alcohol & Drug Planning Committee (LADPC) for a 4 year term ending June 30, 2029. Reappoint Josh Lair's Chair status for a 2 year term ending December 31, 2027.

Issue, Description & Background: The LADPC is a group of knowledgeable and unique individuals who provide advocacy and leadership for the county by advising and making recommendations to the Health & Human Services Administrator and the Board of Commissioners. Carlos Texidor Maldonado and Josh Lair were initially appointed to the LADPC in 2021 and are seeking to be reappointed for another 4 year term.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Application, proposed roster, board order

Presenter: Carol Heard

Department Head Signature: Ryan Matthews Digitally signed by Ryan Matthews Date: 2025.11.05 14:22:35 -08'00'



Advisory Board Application

Applicant's Name: Dr. Carlos Texidor Maldonado
Adv. Board: Local Alcohol and Drug Planning Committee
City of Residence: Salem
Occupation: Chief Executive Officer, Bridgeway Community Health
Application Rcd: October 9, 2025, 2025

The reason I am applying:

I help provide behavioral health services in our community.

More about my personal and professional interests:

Me and my family live in this community and we want to see it thrive.

Tell us more about your community involvement:

I have been serving the community for over 25 years as a behavioral health counselor.

Previous board service at Marion County:

LADPC, Public Safety.

Qualifications and Skills:

Counselor Educator, Clinical Supervisor, and Counselor.

Signature

Agreement Statement:

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

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

I Agree *



Advisory Board Application

Applicant's Name: **Joshua Lair**

Adv. Board: **Local Alcohol and Drug Planning Committee**

City of Residence: **Salem**

Occupation: **Senior Director of Community Development, Ideal Option**

Application Rcd: **October 8, 2025, 2025**

The reason I am applying:

I have been apart of this committee for several years and absolutely love being able to serve my community in this way.

More about my personal and professional interests:

I am a person in longterm recovery and know first hand just how important it is to have good advocacy for treatment services. This board helps bring awareness and advise the board on treatment. Being able to be apart of this important process is important to me.

Tell us more about your community involvement:

For over 12 years, I have actively participated in community outreach initiatives focused on prevention, awareness, and support for vulnerable populations. As a committed member of our comunity, I collaborate with local organizations, law enforcement, and service providers to develop strategies that identify victims, strengthen community education, and improve access to recovery resources.

Since 2014, I have worked in this field professionally while continuing my education — spanning over 12 years of college coursework — to enhance my ability to serve others effectively and bring informed, compassionate leadership to this work.

Previous board service at Marion County:

I have served on this committee as well as the Public Safety Committee in which I am still a member.

Qualifications and Skills:

I believe I am an excellent fit for this committee position because of my extensive experience in this field and my long-standing dedication to serving my community in every aspect of my life. For over a decade, I have been deeply involved in outreach, advocacy, and support efforts that promote safety, awareness, and empowerment. I am passionate about being part of the solution — using my leadership experience, community engagement skills, and ongoing education to make a meaningful impact. I truly love the work I do every day and am committed to continuing to grow, learn, and serve those who need it most.



Advisory Board Application

More about yourself and why you are applying:

I am applying for this committee position because I deeply believe in its mission and the vital work it does in our community. Over the years, I have witnessed firsthand the significant impact this committee has made — not only in raising awareness but also in creating real change and providing hope for those affected. Being part of this effort aligns with my personal and professional commitment to service, advocacy, and community empowerment. I am eager to contribute my experience, passion, and dedication to help further the committee's mission and continue making a positive difference.

Signature

Agreement Statement:

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

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

I Agree *

**LOCAL ALCOHOL & DRUG PLANNING COMMITTEE (LADPC)
MEMBERSHIP LIST 2025**

	Member	Occupation	Joined	Term Expires
1	Carlos Texidor-Maldonado	Bridgeway Community Health	12/15/2021	06/30/2029
2	Cleo Freauf	Marion County Juvenile Department	1/31/2021	2/1/2027
3	Eric Razor (Vice-Chair)	Soaring Heights	4/6/2022	3/31/2026 (Chair 3/31/26)
4	Josh Lair (Chair)	Ideal Option	12/15/2021	06/30/2029 (Chair 12/31/27)
5	Heather Daugherty	Compass and Circle	4/24/2024	12/31/2027
6	Jill Pearson	PathWays Pediatric Consulting, PC	3/12/2025	12/31/2028
7	Melinda Hills	Bridgeway Community Health	4/2/2025	12/31/2028

Updated 11/10/2025

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of reappointing)
Josh Lair to the Local Alcohol)
& Drug Planning Committee)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, December 3, 2025 to reappoint a member to the Marion County Local Alcohol & Drug Planning Committee;

WHEREAS, the Board of Commissioners has established the Local Alcohol & Drug Planning Committee; and

WHEREAS, the Local Alcohol & Drug Planning Committee serves as the structured advisory group to the Local Mental Health Authority, and has the primary purpose of supporting the effective development and operation of alcohol and drug prevention services in Marion County; and

WHEREAS, there is a vacant position on the Local Alcohol & Drug Planning Advisory Committee; and

WHEREAS, to the Board of Commissioners that Josh Lair is qualified and willing to serve as a member of the Local Alcohol & Drug Planning Committee for a four-year term; now, therefore,

IT IS HEREBY ORDERED that Josh Lair is appointed to the Marion County Local Alcohol & Drug Planning Advisory Committee for a term ending June 30, 2029.

DATED this 3rd day of December, 2025

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Cc: Clerk
Volunteer Services

BEFORE THE BOARD OF COMMISSIONERS FOR MARION COUNTY, OREGON

In the matter of Appointing)
Josh Lair as Chair)
To the Local Alcohol & Drug)
Planning Committee)

ORDER No. ____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on December 3, 2025 to consider the appointment of Josh Lair as Chair to the Local Alcohol and Drug Planning Advisory Committee;

WHEREAS, the Board of Commissioners has established the Local Alcohol & Drug Planning Committee; and

WHEREAS, Local Alcohol & Drug Planning Committee Bylaws state the Committee will be led by a chair who is approved by the Board of Commissioners and the chair shall serve a two-year term; and

WHEREAS, the board finds that Josh Lair is qualified and willing to serve as Chair on the Local Alcohol & Drug Planning Committee; now, therefore,

IT IS HEREBY ORDERED that Josh Lair is appointed to the Local Alcohol & Drug Planning Committee as Chair for a term beginning December 3, 2025 and ending December 31st, 2027.

DATED this 3rd day of December, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Cc: Clerk
Volunteer Services



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 3, 2025

Department: Clerk's Office

Title: CO-6826-25 - Lynx Group, Inc. Ballot Printing Services

Management Update/Work Session Date: November 18, 2025 Audio/Visual aids []

Time Required: 10 minutes Contact: Bill Burgess Phone: (503) 588-3579

Requested Action: Approval of the Contract for Services with Lynx Group, Inc. for Ballot Printing Services through December 31, 2026.

Issue, Description & Background: Marion County Elections has the responsibility of conducting all federal, state, and county elections and certain elections for municipalities, districts, and other political subdivisions. Marion County has approximately 229,000 registered voters. All elections in Oregon are conducted by mail. Marion County conducts approximately two to six (2-6) elections per year. Marion County Elections currently utilizes the Hart Verity voting system (Hart Verity) to conduct elections. Hart Verity gives the County the ability to print ballots at the Elections office and ballots are also prepared in electronic form for commercial printers to print larger more economic quantities.

Financial Impacts: Outgoing funds of \$300,000.00 is anticipated throughout the term of the contract.

Impacts to Department & External Agencies: No known impacts

List of attachments: CRS, Contract for Services and Exhibits A, B and C

Presenter: Bill Burgess

Department Head Signature: Bill Burgess (DocuSigned by: 7391562EA8AF448...)

Contract Review Sheet

Contract for Services

CO-6826-25

Title: Ballot Printing Services

Contractor's Name: Lynx Group, Inc.

Department: Clerk's Office

Contact: Sandra Fixsen

Analyst: Sandra Fixsen

Phone #: (503) 373-4479

Term - Date From: January 1, 2026

Expires: December 31, 2026

Original Contract Amount: \$ 300,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 300,000.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0090 Election Supplies and Services

Description of Services or Grant Award

Contract to print ballots for regular and special Marion County elections as directed by the County.

Desired BOC Session Date: 12/3/2025

Contract should be in DocuSign by: 11/12/2025

Agenda Planning Date: 11/20/2025

Printed packets due in Finance: 11/18/2025

Management Update: 11/18/2025

BOC upload / Board Session email: 11/19/2025

BOC Session Presenter(s) Bill Burgess

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 C5E72231E6E54E3
 Finance - Contracts
 Date: 11/4/2025

DocuSigned by:

 C5E72231E6E54E3
 Contract Specialist
 Date: 11/7/2025

Signed by:

 60C98A6F708240B...
 Legal Counsel
 Date: 11/5/2025

DocuSigned by:

 DC16351248DF4FC
 Chief Administrative Officer
 Date: 11/7/2025

**MARION COUNTY
CONTRACT FOR SERVICES
CO-6826-25**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Lynx Group, Inc., an Oregon Corporation hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to MCPCR 50-0090 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, after it has been signed by all parties and all required County approvals have been obtained, is effective on **January 1, 2026** and expires on **December 31, 2026**.

2. DOCUMENTS / ORDER OF PRECEDENCE

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

- A. This Contract less exhibits
- B. Exhibit A – Statement of Work
- C. Exhibit B – Price List
- D. Exhibit C – Ballot Custodial Agreement (by reference only)

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$300,000.00**. 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 Goods and Services or a replacement contractor.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

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

6. TIME IS OF THE ESSENCE

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

7. FORCE MAJEURE

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

8. FUNDING MODIFICATION

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

9. RECOVERY OF FUNDS

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

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized 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:

Lynx Group, Inc.
leta@lynxgroup.com
2746 Front St NE
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 Good or Services delivered to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

Commissioner Date

Commissioner Date

Authorized Signature:  7391562E88AE448... 11/4/2025

Department Director or designee Date

Authorized Signature:  DC16351248DE4EC... 11/7/2025

Chief Administrative Officer Date

Reviewed by Signature:  60C98A6F708240B... 11/5/2025

Marion County Legal Counsel Date

Reviewed by Signature:  65F72231E6F54E3... 11/4/2025

Marion County Contracts & Procurement Date

LYNX GROUP, INC. SIGNATURE

Authorized Signature: _____ Date

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

Marion County Elections has the responsibility of conducting all federal, state, and county elections and certain elections for municipalities, districts, and other political subdivisions. Marion County has approximately 229,000 registered voters. All elections in Oregon are conducted by mail. Marion County conducts approximately two to six (2-6) elections per year.

Regular scheduled election dates are:

- The second Tuesday in March
- The third Tuesday in May
- The fourth Tuesday in August
- The first Tuesday after the first Monday in November

Unscheduled Emergency and Recall elections can be filed with Marion County Elections at any time. Notice of an Emergency or Recall election will immediately be given to Contractor when this occurs.

Marion County Elections currently utilizes the Hart Verity voting system (Hart Verity) to conduct elections. Hart Verity gives the County the ability to print ballots at the Elections office and ballots are also prepared in electronic form for commercial printers to print larger more economic quantities.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

- i. **Security.** Contractor must securely maintain its chain of custody of ballots and materials. Contractor must adhere to security agreement, signed and acceptable to the Marion County Clerk. Security agreements are filed with the Secretary of State.
- ii. **Quantities.** Marion County Elections will order Official Ballots, Test Ballots and informational inserts in "As Needed" quantities on an "As Needed" basis. Quantities ordered will vary according to the type of election and are in no way to be construed as commitment on the part of Marion County.
- iii. **Requirements for Ballot Printing.**
 - a. At all times during the duration of the contract, Contractor must be an approved Hart Verity ballot printer meeting the Hart InterCivic "certified" or "qualified" classifications as defined by Hart InterCivic.
 - b. Contractor shall follow all guidelines and procedures detailed in the latest Verity Ballot Printing Guide provided by Hart Intercivic.
- iv. **Printing Specifications for Ballot Printing.**
 - a. **Official Ballots**

Ballot printing files are created by Marion County Elections in a Postscript file format and converted to Portable Document Format (PDF). Ballot printing files are hand delivered to Contractor or uploaded via secure file transfer by Marion County Elections.

- (1) Contractor shall follow the Digital Print Specifications and procedures as detailed in the Verity Ballot Printing Guide provided by Hart Intercivic.
- (2) Ballots are to be printed in the order of the files provided in the Ballot printing files.
- (3) Each ballot has a printed front and back side.
- (4) Ballots will be printed in one of four (4) sizes depending on the type of election on #1 grade bond, laser guaranteed. 28# basis weight or 70# offset weight meeting the following specifications:
 - (A) 8.5" X 11"
 - (B) 8.5" X 14"
 - (C) 8.5" X 17"
 - (D) 11" X 17"
- (5) Each ballot within an election must have the same weight.
- (6) Contractor is responsible for folding ballots. Air feed folders or by hand folded for insertion into a Ballot Secrecy Sleeve. Folds cannot go through ballot option boxes on either side of ballot.
- (7) Ballots must be voter useable and machine readable.

b. Informational Inserts

Insert print files are created by Marion County Elections and converted to Portable Document Format (PDF). Insert PDF is deliverable to Contractor via email. Each election could have multiple inserts, using various paper sizes and colors.

c. Special Printing Requirements

- (1) Marion County Elections has occasional need for special printing or finishing requirements such as colored bars printed on the ballots.
- (2) Contractor must be able to print solid or screened printed bars 1/4" to 3/8" along the top and bottom edges of both sides of the Official ballot. The printed stripes may not extend left or right beyond the vertical plane(s) of the copy box, nor anywhere inside the copy box (the rectangular outline box within which all ballot copy resides). Hart specifications require the use of only laser-safe inks and a 48-hour allowance for drying purposes prior to laser imaging of ballot copy.
- (3) The printed bars must be printed in one of the following Pantone Matching System (PMS) colors:

1. Green 352	2. Brown 464
3. Tan 468	4. Blue 297
5. Gray Cool #3	6. Peach 163

7. Cherry 183	8. Purple 251
9. Yellow 3945	10. Green 7479
11. Blue 2915	12. NA

d. Delivery Specifications

- (1) State law requires Military/Overseas and early absence ballots to be mailed no later than 45 days prior to Election Day. Ballot file and insert PDF for Military/Overseas and early absentee voters will be delivered to Contractor approximately 7-9 days prior to mailing deadline. Printed ballots and inserts for the Military/Overseas and early absentee voters must be delivered to Marion County Elections no later than 2 days prior to the 45th day prior to the election to allow time for testing, insertion and mailing preparation.
- (2) State law requires ballots mailed within the state of Oregon to be mailed no sooner than the 20th day prior to Election Day. Main ballot print file(s) and insert PDF will be deliverable to Contractor for printing approximately 45-50 days prior to Election Day. Ballots and inserts must be delivered to Marion County Elections no later than the 30th day prior to the election to allow time for testing, insertion and mailing preparation.
- (3) Emergency and Recall election schedules will vary per election.

e. Packaging, Transport and Delivery Specifications

- (1) Printed ballots are to be packaged in the order provided in the ballot print files.
- (2) Printed ballots are to be separated into mail trays by precinct number, party and ballot style. Precinct order should be from largest numbered precinct to the smallest.
- (3) Trays containing ballots shall be labeled by precinct number, party, ballot style, quantity and tray number (ex. 1 of 3, 2 or 3, etc.)
- (4) All trays must be secured by tray sleeves during transport and delivery.
- (5) Ballots shall not be left unattended at any time during transportation and delivery.
- (6) Contractor is responsible for the secure transportation and delivery of official ballots.
 - (A) Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) ballots shall be delivered to the Marion County Elections office at 555 Court St. NE, 2nd Floor, Salem OR 97301.
 - (B) Main Run ballots and inserts shall be delivered to Sendit Direct at 12715 NE Whitaker Way, Portland, OR 97230.

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

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.

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

Leta Brown, Account Manager - manages County projects at the direction of the Clerk's Office.

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

2. **COMPENSATION**

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 **\$300,000.00**.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor amounts specified for each of the deliverables and Goods that County has accepted as described in Exhibit B, attached and incorporated herein.
- B. **BASIS OF PAYMENT FOR SERVICES.** County shall pay Contractor payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.
- 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
Attn: Clerk's Office, Administration
elections@co.marion.or.us
clerkadmin@co.marion.or.us
PO BOX 14500
Salem , OR 97309

**Exhibit B
Price List**



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation **Q08461v2**
Pages 1 of 2
Attention Rebekah Stern Doll
Issue Date 09/24/25

Ballot Insert 8.5 x 11 K/K

Description

3.66x8.5 6 pages Printed Black x 2 sides on 60# Husky Offset Op White
06pp Letterfold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.3116	\$0.1340	\$0.0823	\$0.0699
Price	\$311.60	\$670.18	\$1,234.65	\$1,747.30
Total Price	\$311.60	\$670.18	\$1,234.65	\$1,747.30



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08461v2
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 8.5 x 11 K/K

Description

3.66x8.5 6 pages Printed Black x 2 sides on 60# Husky Offset Op White
06pp Letterfold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.0603	\$0.0556	\$0.0532	\$0.0524
Price	\$3,015.48	\$5,564.35	\$10,635.03	\$15,707.85
Total Price	\$3,015.48	\$5,564.35	\$10,635.03	\$15,707.85

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation **Q08462v2**
Pages 1 of 2
Attention Rebekah Stern Doll
Issue Date 09/24/25

Ballot Insert 8.5 x 14 K/K

Description

3.5"x8.5" 8 pages Printed Black x 2 sides on 60# Husky Offset Op White
4 Panel Double Parallel Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.5"x8.5"

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.3926	\$0.1627	\$0.0969	\$0.0844
Price	\$392.63	\$813.32	\$1,452.99	\$2,109.81
Total Price	\$392.63	\$813.32	\$1,452.99	\$2,109.81



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08462v2
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 8.5 x 14 K/K

Description

3.5"x8.5" 8 pages Printed Black x 2 sides on 60# Husky Offset Op White
4 Panel Double Parallel Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.5"x8.5"

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.0745	\$0.0695	\$0.0669	\$0.0661
Price	\$3,724.21	\$6,953.71	\$13,377.75	\$19,818.54
Total Price	\$3,724.21	\$6,953.71	\$13,377.75	\$19,818.54

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08464v2
Pages	1 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 8.5 x 11 - Pastel

Description

3.66x8.5 6 pages Printed Black x 2 sides on 60# Lettermark Txt Green
06pp Letterfold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.3384	\$0.1434	\$0.0868	\$0.0740
Price	\$338.43	\$717.16	\$1,302.25	\$1,850.08
Total Price	\$338.43	\$717.16	\$1,302.25	\$1,850.08



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08464v2
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 8.5 x 11 - Pastel

Description

3.66x8.5 6 pages Printed Black x 2 sides on 60# Lettermark Txt Green
06pp Letterfold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.0641	\$0.0592	\$0.0567	\$0.0560
Price	\$3,203.23	\$5,924.81	\$11,348.39	\$16,788.05
Total Price	\$3,203.23	\$5,924.81	\$11,348.39	\$16,788.05

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation **Q08465v2**
Pages 1 of 2
Attention Rebekah Stern Doll
Issue Date 09/24/25

Ballot Insert 8.5 x 14 - Pastel

Description

3.5"x8.5" 8 pages Printed Black x 2 sides on 60# Lettermark Txt Green
4 Panel Double Parallel Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.5"x8.5"

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.4002	\$0.1596	\$0.0983	\$0.0853
Price	\$400.19	\$797.84	\$1,474.07	\$2,132.32
Total Price	\$400.19	\$797.84	\$1,474.07	\$2,132.32



LYNX GROUP, INC.
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Marion County Clerk's Office
555 Court Street NE
Ste 2130
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United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08465v2
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 8.5 x 14 - Pastel

Description

3.5"x8.5" 8 pages Printed Black x 2 sides on 60# Lettermark Txt Green
4 Panel Double Parallel Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.5"x8.5"

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.0753	\$0.0707	\$0.0680	\$0.0673
Price	\$3,766.18	\$7,072.40	\$13,606.37	\$20,179.54
Total Price	\$3,766.18	\$7,072.40	\$13,606.37	\$20,179.54

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08466v2
Pages	1 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 11 x 17 - Pastel

Description

3.66x8.5 12 pages Printed Black x 2 sides on 60# Lettermark Txt Green
12pp Half - Right Angle Letter Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.4871	\$0.2348	\$0.1429	\$0.1282
Price	\$487.05	\$1,173.91	\$2,143.78	\$3,205.63
Total Price	\$487.05	\$1,173.91	\$2,143.78	\$3,205.63



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Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation
Pages
Attention
Issue Date

Q08466v2
2 of 2
Rebekah Stern Doll
09/24/25

Ballot Insert 11 x 17 - Pastel

Description

3.66x8.5 12 pages Printed Black x 2 sides on 60# Lettermark Txt Green
12pp Half - Right Angle Letter Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.1146	\$0.1093	\$0.1060	\$0.1051
Price	\$5,730.33	\$10,927.24	\$21,191.42	\$31,520.23
Total Price	\$5,730.33	\$10,927.24	\$21,191.42	\$31,520.23

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08467v4
Pages	1 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballots - 8.5 x 11

Description

3.66x8.5 6 pages Printed Black x 2 sides on 70# Cougar Op Text Sm White FSC 10% Rec 06pp Letterfold

Carton Pack

Pre-Press:

Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address

Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.4785	\$0.2433	\$0.2135	\$0.2034
Price	\$478.50	\$1,216.44	\$3,202.75	\$5,083.91
Total Price	\$478.50	\$1,216.44	\$3,202.75	\$5,083.91



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08467v4
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballots - 8.5 x 11

Description

3.66x8.5 6 pages Printed Black x 2 sides on 70# Cougar Op Text Sm White FSC 10% Rec 06pp Letterfold

Carton Pack

Pre-Press:

Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address

Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.1954	\$0.1915	\$0.1893	\$0.1887
Price	\$9,768.47	\$19,151.86	\$37,860.54	\$56,620.12
Total Price	\$9,768.47	\$19,151.86	\$37,860.54	\$56,620.12

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08479v2
Pages	1 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 11 x 17 K/K

Description

3.66x8.5 12 pages Printed Black x 2 sides on 60# Husky Offset Op White
12pp Half - Right Angle Letter Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.4588	\$0.2181	\$0.1269	\$0.1132
Price	\$458.79	\$1,090.68	\$1,903.10	\$2,829.03
Total Price	\$458.79	\$1,090.68	\$1,903.10	\$2,829.03



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
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United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08479v2
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 11 x 17 K/K

Description

3.66x8.5 12 pages Printed Black x 2 sides on 60# Husky Offset Op White
12pp Half - Right Angle Letter Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.1075	\$0.1021	\$0.0991	\$0.0981
Price	\$5,373.06	\$10,207.63	\$19,810.15	\$29,442.36
Total Price	\$5,373.06	\$10,207.63	\$19,810.15	\$29,442.36

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08481v6
Pages	1 of 1
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballot Insert 8.5 x 14 K/K Flooded

Description

3.5x8.5 (7x8.5 Flat) 8 pages Printed Black & 1 PMS x 2 sides on 60# Summit Offset Text Web 10% PCW White
4 Panel Double Parallel Fold

Pre-Press:
Proof: Web Enabled Proof Required

Finished Size: 3.5x8.5 (7x8.5 Flat)

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	100000	200000	300000
Unit Price	\$0.0808	\$0.0746	\$0.0725
Price	\$8,078.97	\$14,918.25	\$21,757.12
Total Price	\$8,078.97	\$14,918.25	\$21,757.12

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation
Pages
Attention
Issue Date

Q08482v2
1 of 1
Rebekah Stern Doll
09/24/25

Ballot Insert 11 x 17 K/K Flooded

Description

3.66x8.5 12 pages Printed Black & 1 PMS x 2 sides on 60# Summit Offset Text Web 10% PCW White
12pp Half - Right Angle Letter Fold

Pre-Press:
Proof: Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.1043	\$0.0913	\$0.0849	\$0.0827
Price	\$5,215.60	\$9,134.87	\$16,972.25	\$24,809.58
Total Price	\$5,215.60	\$9,134.87	\$16,972.25	\$24,809.58

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation
Pages
Attention
Issue Date

Q08483v2
1 of 1
Rebekah Stern Doll
09/24/25

Ballot Insert 8.5x11 K/K Flooded

Description

3.66x8.5 6 pages Printed Black & 1 PMS x 2 sides on 60# Summit Offset Text Web 10% PCW White 06pp Letterfold

Pre-Press:
Proof: Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.0660	\$0.0537	\$0.0476	\$0.0456
Price	\$3,299.86	\$5,373.70	\$9,520.01	\$13,667.82
Total Price	\$3,299.86	\$5,373.70	\$9,520.01	\$13,667.82

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08498v5
Pages	1 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballots - 8.5 x 14

Description

3.5"x8.5" 8 pages Printed Black x 2 sides on 70# Cougar Op Text Sm White FSC 10% Rec
4 Panel Double Parallel Fold

Carton Pack

Pre-Press:

Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.5"x8.5"

Delivery Address

Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.6022	\$0.3616	\$0.3411	\$0.3307
Price	\$602.25	\$1,808.22	\$5,116.16	\$8,266.99
Total Price	\$602.25	\$1,808.22	\$5,116.16	\$8,266.99



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
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United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08498v5
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballots - 8.5 x 14

Description

3.5"x8.5" 8 pages Printed Black x 2 sides on 70# Cougar Op Text Sm White FSC 10% Rec
4 Panel Double Parallel Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.5"x8.5"

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.3076	\$0.3038	\$0.3010	\$0.3004
Price	\$15,379.82	\$30,378.58	\$60,207.27	\$90,114.83
Total Price	\$15,379.82	\$30,378.58	\$60,207.27	\$90,114.83

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



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QUALITY PRINTING

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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08499v2
Pages	1 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballots - 11 x 17

Description

11x17 2 pages Printed Black x 2 sides on 70# Cougar Op Text Sm White FSC 10% Rec

Binding: 12pp (6 Panels 3x2 Layout) Poster Fold

Carton Pack

Pre-Press:

Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	1000	5000	15000	25000
Unit Price	\$0.7014	\$0.3949	\$0.3625	\$0.3491
Price	\$701.42	\$1,974.53	\$5,436.96	\$8,726.26
Total Price	\$701.42	\$1,974.53	\$5,436.96	\$8,726.26



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Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08499v2
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

Ballots - 11 x 17

Description

11x17 2 pages Printed Black x 2 sides on 70# Cougar Op Text Sm White FSC 10% Rec

Binding: 12pp (6 Panels 3x2 Layout) Poster Fold

Carton Pack

Pre-Press:

Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address

Receiving Department, Marion County Clerk's Office, 555 Court Street NE, Ste 2130, Salem, OR 97309

Quantity	50000	100000	200000	300000
Unit Price	\$0.3377	\$0.3325	\$0.3294	\$0.3285
Price	\$16,886.33	\$33,250.54	\$65,888.28	\$98,563.00
Total Price	\$16,886.33	\$33,250.54	\$65,888.28	\$98,563.00

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
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Marion County Clerk's Office
555 Court Street NE
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United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08500v2
Pages	1 of 2
Attention	Daniel Brummer
Issue Date	09/24/25

Shells 2026 Election - Rep/Dem Color Bar

Description Shell Run - 11x17 Flat
11x17 2 pages Printed 2 PMS Colors (PMS Democrat Green,Republican Yellow) front 2 PMS Colors (PMS Republican Yellow,Democrat Green) reverse on 70# Cougar Op Text Sm White FSC 10% Rec

Pre-Press: pickup stet art from J04690
Proof: Physical Proof Required no proofs needed, Web Enabled Proof Required no proofs needed

Finished Size: 11x17

Delivery Address Receiving Department, Lynx Group, Inc., 2746 Front Street NE, Salem, OR 97301

Quantity	1000	5000	15000	25000
Unit Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Price	\$0.00	\$0.00	\$0.00	\$0.00
Total Price	\$0.00	\$0.00	\$0.00	\$0.00



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Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08500v2
Pages	2 of 2
Attention	Daniel Brummer
Issue Date	09/24/25

Shells 2026 Election - Rep/Dem Color Bar

Description Shell Run - 11x17 Flat
11x17 2 pages Printed 2 PMS Colors (PMS Democrat Green, Republican Yellow) front 2 PMS Colors (PMS Republican Yellow, Democrat Green) reverse on 70# Cougar Op Text Sm White FSC 10% Rec

Pre-Press: pickup stet art from J04690
Proof: Physical Proof Required no proofs needed, Web Enabled Proof Required no proofs needed

Finished Size: 11x17

Delivery Address Receiving Department, Lynx Group, Inc., 2746 Front Street NE, Salem, OR 97301

Quantity	50000	100000	200000	300000
Unit Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Price	\$0.00	\$0.00	\$0.00	\$0.00
Total Price	\$0.00	\$0.00	\$0.00	\$0.00

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08501v3
Pages	1 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

General Election Ballots - K/K on preprinted Shells - 14" OR 17"

Description

11x17 2 pages Printed Black x 2 sides on 70# Offset/Opaque Shells For Imprint

Binding: 12pp (6 Panels 3x2 Layout) Poster Fold

Carton Pack

Pre-Press:

Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Sendit Direct Mail & Fullfillment, 12715 NE Whitaker Way, Portland, OR 97230

Quantity	1000	5000	15000	25000
Unit Price	\$1.2011	\$0.5461	\$0.4323	\$0.4122
Price	\$1,201.11	\$2,730.46	\$6,484.74	\$10,305.36
Total Price	\$1,201.11	\$2,730.46	\$6,484.74	\$10,305.36



LYNX GROUP, INC.
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555 Court Street NE
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United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08501v3
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

General Election Ballots - K/K on preprinted Shells - 14" OR 17"

Description

11x17 2 pages Printed Black x 2 sides on 70# Offset/Opaque Shells For Imprint

Binding: 12pp (6 Panels 3x2 Layout) Poster Fold

Carton Pack

Pre-Press:

Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Recieving Department, Sendit Direct Mail & Fullfillment, 12715 NE Whitaker Way, Portland, OR 97230

Quantity	50000	100000	200000	300000
Unit Price	\$0.3955	\$0.3879	\$0.3834	\$0.3821
Price	\$19,776.42	\$38,785.37	\$76,680.35	\$114,619.67
Total Price	\$19,776.42	\$38,785.37	\$76,680.35	\$114,619.67

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08502v2
Pages	1 of 2
Attention	Daniel Brummer
Issue Date	09/24/25

Shells 2026 Election - Rep/Dem Color Bar

Description Shell Run - 8.5x11 Flat
8.5x11 2 pages Printed 2 PMS Colors (PMS Democrat Green, Republican Yellow) front 2 PMS Colors (PMS Republican Yellow, Democrat Green) reverse on 70# Cougar Op Text Sm White FSC 10% Rec

Pre-Press: pickup stet art from J04690
Proof: Physical Proof Required no proofs needed, Web Enabled Proof Required no proofs needed

Finished Size: 8.5x11

Delivery Address Receiving Department, Lynx Group, Inc., 2746 Front Street NE, Salem, OR 97301

Quantity	1000	5000	15000	25000
Unit Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Price	\$0.00	\$0.00	\$0.00	\$0.00
Total Price	\$0.00	\$0.00	\$0.00	\$0.00



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08502v2
Pages	2 of 2
Attention	Daniel Brummer
Issue Date	09/24/25

Shells 2026 Election - Rep/Dem Color Bar

Description Shell Run - 8.5x11 Flat
8.5x11 2 pages Printed 2 PMS Colors (PMS Democrat Green, Republican Yellow) front 2 PMS Colors (PMS Republican Yellow, Democrat Green) reverse on 70# Cougar Op Text Sm White FSC 10% Rec

Pre-Press: pickup stet art from J04690
Proof: Physical Proof Required no proofs needed, Web Enabled Proof Required no proofs needed

Finished Size: 8.5x11

Delivery Address Receiving Department, Lynx Group, Inc., 2746 Front Street NE, Salem, OR 97301

Quantity	50000	100000	200000	300000
Unit Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Price	\$0.00	\$0.00	\$0.00	\$0.00
Total Price	\$0.00	\$0.00	\$0.00	\$0.00

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08503v3
Pages	1 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

General Election Ballots - K/K on preprinted Shells - 11"

Description

3.66x8.5 6 pages Printed Black x 2 sides on 70# Offset/Opaque Shells For Imprint
3 Panel Fold

Carton Pack

Pre-Press:

Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Receiving Department, Sendit Direct Mail & Fullfillment, 12715 NE Whitaker Way, Portland, OR 97230

Quantity	1000	5000	15000	25000
Unit Price	\$1.0532	\$0.4131	\$0.3087	\$0.2896
Price	\$1,053.23	\$2,065.42	\$4,629.93	\$7,241.21
Total Price	\$1,053.23	\$2,065.42	\$4,629.93	\$7,241.21



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08503v3
Pages	2 of 2
Attention	Rebekah Stern Doll
Issue Date	09/24/25

General Election Ballots - K/K on preprinted Shells - 11"

Description

3.66x8.5 6 pages Printed Black x 2 sides on 70# Offset/Opaque Shells For Imprint
3 Panel Fold

Carton Pack
Pre-Press:
Proof: Physical Proof Required, Web Enabled Proof Required

Finished Size: 3.66x8.5

Delivery Address Recieving Department, Sendit Direct Mail & Fullfillment, 12715 NE Whitaker Way, Portland, OR 97230

Quantity	50000	100000	200000	300000
Unit Price	\$0.2735	\$0.2663	\$0.2616	\$0.2604
Price	\$13,675.19	\$26,628.55	\$52,317.64	\$78,126.06
Total Price	\$13,675.19	\$26,628.55	\$52,317.64	\$78,126.06

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



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QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
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Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08504v2
Pages	1 of 2
Attention	Daniel Brummer
Issue Date	09/24/25

Shells 2026 Election - Rep/Dem Color Bar

Description Shell Run - 8.5x14 Flat
8.5"x14" 2 pages Printed 2 PMS Colors (PMS Democrat Green,Republican Yellow) front 2 PMS Colors (PMS Republican Yellow,Democrat Green) reverse on 70# Cougar Op Text Sm White FSC 10% Rec

Pre-Press: pickup stet art from J04690

Proof: Physical Proof Required no proofs needed, Web Enabled Proof Required no proofs needed

Finished Size: 8.5"x14"

Delivery Address Receiving Department, Lynx Group, Inc., 2746 Front Street NE, Salem, OR 97301

Quantity	1000	5000	15000	25000
Unit Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Price	\$0.00	\$0.00	\$0.00	\$0.00
Total Price	\$0.00	\$0.00	\$0.00	\$0.00



LYNX GROUP, INC.
QUALITY PRINTING

Marion County Clerk's Office
555 Court Street NE
Ste 2130
Salem OR 97309
United States

Quotation

Lynx Group, Inc.
2746 Front Street NE
Salem, OR 97301
T: 503-588-9339

Quotation	Q08504v2
Pages	2 of 2
Attention	Daniel Brummer
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Shells 2026 Election - Rep/Dem Color Bar

Description Shell Run - 8.5x14 Flat
8.5"x14" 2 pages Printed 2 PMS Colors (PMS Democrat Green, Republican Yellow) front 2 PMS Colors (PMS Republican Yellow, Democrat Green) reverse on 70# Cougar Op Text Sm White FSC 10% Rec

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Unit Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Price	\$0.00	\$0.00	\$0.00	\$0.00
Total Price	\$0.00	\$0.00	\$0.00	\$0.00

Quote freight price is estimated at \$0.00

Prices subject to change based on stock availability when order is placed.
Please feel free to give me a call if you have any additional questions or concerns.

Kind Regards

Leta Brown
Customer Service Representative
Phone: 503-588-9339



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 3, 2025

Department: Finance

Title: Tax account 516497 payment and quitclaim deed

Management Update/Work Session Date: September 23, 2025 Audio/Visual aids []

Time Required: 5 min Contact: John Carlson Phone: 503-373-4364

Requested Action: Consider approving the quitclaim deed, approving the private sale and transferring ownership of tax account 516497 from Marion County to James & Arica Mitchell.

Issue, Description & Background: Tax account 516497 foreclosed and transferred to Marion County in the 1990s for the nonpayment of property taxes. One of the adjacent property owners expressed interest in purchasing this parcel through a sealed-bid private sale. Marion County Finance brought this request before the Board of Commissioners at a management update in September 2025, where staff received direction to proceed with the private sale, open to all adjacent property owners. Over the duration of this private sale, one bid was received for this property, in the amount of \$6,200.00 from the Mitchell's, who live on an adjacent property. The deed transferring this property from Marion County to the Mitchell's is now before for the Board of Commissioners for consideration.

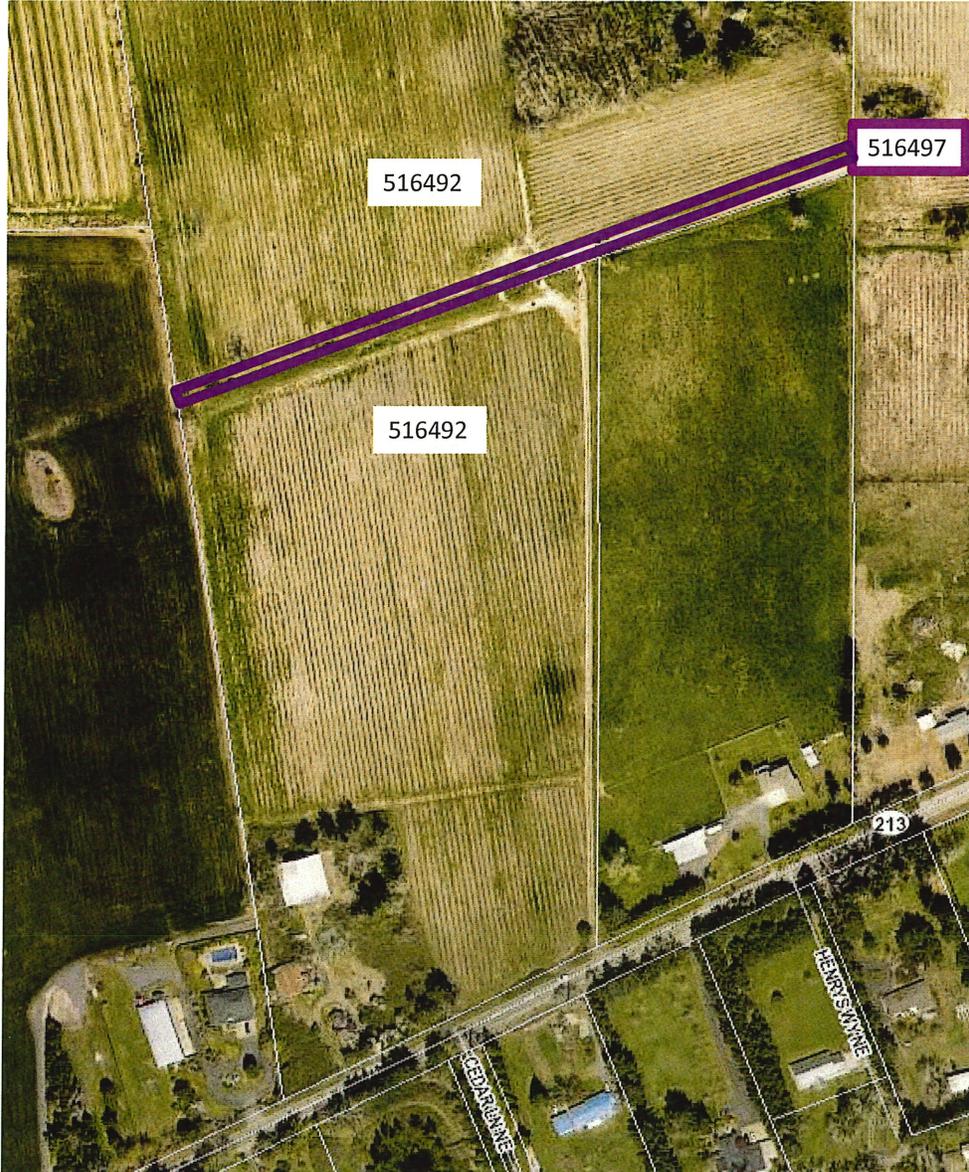
Financial Impacts: Marion County will no longer have to assume any financial liability for this property.

Impacts to Department & External Agencies: Marion County will not be responsible for any future liability or costs related to these tax accounts.

List of attachments: Property one slide description, bidder's check and quitclaim deed.

Presenter: John Carlson

Department Head Signature: [Handwritten Signature]



Tax Lot #: 061W25C000500

Tax Account #: 516497

Real Market Value: \$7,270.00

Minimum Bid: \$6,166.47

Zoned: 450 (EFU)

Acres: 0.51

Location: Off Cascade Hwy NE,
Silverton, OR.

Formerly part of Silver Falls
Railroad

Other Information:

Foreclosed in November, 1993
No taxes & fees information
- Estimated current taxes &
fees - \$6,166.47

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

COPY AND SIGNATURE AUTHENTIC PROTECTION

OFFICIAL CHECK



066 - West Lane
Veneta, Oregon

Remitter JAMES B MITCHELL

Date 10/23/2025

62-20
311

Pay To The
Order Of

MARION COUNTY FINANCE

\$ 6,200.00 ***

Pay: SIX THOUSAND TWO HUNDRED DOLLARS AND 00 CENTS

Drawer: KeyBank

AUTHORIZED SIGNATURE

Tax ID # 576497

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720
For information about this instrument, call: 1-888-556-5142

Details on back. Security Features Included

Grantor's Name:

Marion County

After recording return and send all tax statements to:

James & Arica Mitchell

430 W 7th Ave

Junction City, OR 97448

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **MARION COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **James & Arica Mitchell**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Marion**, State of Oregon, as described:

Legal Description

Tax account 516497, described in Reel 94 Page 1954 of the Marion County Real Property Deed Records.

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$6,200.00**.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 3rd day of December, 2025; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER THE ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

MARION COUNTY BOARD OF COMMISSIONERS

STATE OF OREGON)

) ss

County of Marion)

CHAIR

This instrument was acknowledged before me on

COMMISSIONER

_____, 2025

By _____

COMMISSIONER

as Marion County Commissioners.

Notary Public for Oregon



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, December 3rd, 2025 9:00a

Department: Health & Human Services

Title: Appointment of Director's Designees

Management Update/Work Session Date: 9/23/2025 Audio/Visual aids

Time Required: 5 Contact: Samantha Andress Phone: x4903

Requested Action: Approve the list of Director's Designees to authorize emergency actions in the Community Mental Health Program.

Issue, Description & Background: Under ORS 426.233, the Community Mental Health Program (CMHP) Director has the authority to designate specific individuals to act on their behalf in carrying out emergency mental health actions, including emergency holds and admissions. These designations are essential to ensuring timely and appropriate responses during behavioral health crises, particularly when immediate action is required to protect both individual and community safety. The Director has reviewed the qualifications of the recommended designees and determined they meet the professional and departmental standards necessary for this authority. Approval by the Board of Commissioners affirms these designations and provides a clear legal basis for the individuals listed in the Board Order to act as the Director's designees.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Board order

Presenter: Debbie Wells

Department Head Signature: Ryan Matthews

Digitally signed by Ryan Matthews
Date: 2025.11.13 11:07:36 -08'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of approving)
designees to authorize emergency)
actions in the Community Mental)
Health Program)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, December 3, 2025 for the purpose of approving designees of the Marion County Community Mental Health Program Director, herein after “the Director,” who may authorize certain actions including emergency holds and admissions.

WHEREAS, designees of the Director may be authorized to take certain actions including emergency holds and admissions under ORS 426.233; and

WHEREAS, the Director may recommend persons who meet the standards established by the department as designees, who may, in addition to the Director, authorize certain actions such as emergency holds and admissions; and

WHEREAS, the Director has determined that the following individuals be approved by the Board as designees for these purposes:

- Kat Altair, MA, QMHP-C
- Robert George, LCSW
- Jennifer Heine, MA, LPC
- Steve Jackson, MA
- Cathy Martell, MA
- Dana Padilla, MSW
- Laura Roberts, MS, LPC
- Kathy Sias, PhD
- Shannon Wilhelm, LCSW

IT IS HEREBY ORDERED, that the above designees are authorized to utilize actions outlined in ORS 426.233 in accordance with all applicable laws and direction of the Director.

DATED this 3rd day of December, 2025.

BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/3/25

Department: Health & Human Services

Title: Amendment 1 to Telehealth Services Contract HE-5866-24

Management Update/Work Session Date: 11/04/25 Audio/Visual aids

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

Requested Action: Seeking approval of Amendment 1 to the contract with Iris Telehealth for services as described below.

Issue, Description & Background: Iris Telehealth agrees to provide tele-psychiatric treatment for patients identified and scheduled by MCHHS. Adult patient scheduling during the agreed upon hours of service will occur in twenty (20) minute sessions for returning and known patients and forty-five (45) minute sessions for new MCHHS adult patients and psychiatric evaluations. Child patient scheduling during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new MCHHS child patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in the MCHHS EMR system. Amendment 1 - add funds and extend term

Financial Impacts: Total contract amount \$1,075,000.00

Impacts to Department & External Agencies: Health and Human Services anticipates no financial impact to other departments.

List of attachments: Amendment 1, Original

Presenter: Carol Heard

Department Head Signature: Ryan Matthews

Contract Review Sheet

Contract for Services

HE-5866-24 - Am1

Title: Telehealth Services

Contractor's Name: Iris Telehealth Medical Group PA

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: February 1, 2024

Expires: January 31, 2027

Original Contract Amount: \$ 575,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 500,000.00

New Contract Total: \$ 1,075,000.00

Amd% 87%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Iris Telehealth agrees to provide tele-psychiatric treatment for patients identified and scheduled by MCHHS. Adult patient scheduling during the agreed upon hours of service will occur in twenty (20) minute sessions for returning and known patients and forty-five (45) minute sessions for new MCHHS adult patients and psychiatric evaluations. Child patient scheduling during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new MCHHS child patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in the MCHHS EMR system.

Amendment 1 - Add funds, extend term through 1/31/2027 [2026], and changes rate for Telepsychiatry Services provided by a Nurse Practitioner from \$170 per hour to \$173 per hour.

Desired BOC Session Date: 12/3/2025

Contract should be in DocuSign by: 10/22/2025

Agenda Planning Date: 11/6/2025

Printed packets due in Finance: 11/18/2025

Management Update: 11/4/2025

BOC upload / Board Session email: 11/19/2025

BOC Session Presenter(s) Carol Heard

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 2A951B5756514CF
 10/22/2025
 Finance - Contracts Date

Signed by:

 A38C58E8078E42B
 10/27/2025
 Contract Specialist Date

Signed by:

 60C98A6F708240B
 10/22/2025
 Legal Counsel Date

DocuSigned by:

 DC16351248DE4EC
 10/24/2025
 Chief Administrative Officer Date



**AMENDMENT 1 to HE-5866-24
the CONTRACT FOR SERVICES
between**

MARION COUNTY and IRIS TELEHEALTH MEDICAL GROUP PA

This is Amendment 1 to the Contract for Services (as amended from time to time, the "Contract"), dated February 01, 2024 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Iris Telehealth Medical Group PA, hereafter called Contractor.

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

1. TERM

- A. This Contract expires on ~~January 31, 2026, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined in good faith by County. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond January 31, 2027.~~

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,075,000.00 ~~\$575,000.00~~.

**EXHIBIT A
STATEMENT OF WORK**

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 \$1,075,000.00 ~~\$575,000.00~~.

A. METHOD OF PAYMENT FOR SERVICES:

- Contractor will bill County for services according to a mutually agreed upon Service Summary (Exhibit B). Clinician shall have a minimum assignment of twenty-four (24) hours per week on a mutually agreed upon schedule. Telepsychiatry Services provided by an Adult Psychiatrist will be invoiced at a rate of \$248 per hour. Telepsychiatry Services provided by a Child Psychiatrist will be invoiced at a rate of \$270 per hour. Telepsychiatry Services provided by a Nurse Practitioner will be invoiced at a rate of ~~\$173~~ \$170 per hour. For a multi-lingual or specialty clinician, an additional charge of \$9.00 per hour will be added to the rate. The parties acknowledge and agree that, beginning on the first anniversary of the date of execution of this Contract and continuing on each anniversary thereafter, the hourly rates shall be adjusted by increasing the applicable hourly rates charged during the contract year immediately preceding the upcoming contract year by 3.2%, to allow for cost-of-living adjustments and merit increases for the provider.

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:  DocuSigned by: Ryan Matthews
7D28A787656E458 10/22/2025
Department Director or designee Date

Authorized Signature:  DocuSigned by: Jan Fritz
DC16351248DE4EC 10/24/2025
Chief Administrative Officer Date

Reviewed by Signature:  Signed by: Scott Morris
60C98A6E708240B 10/22/2025
Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by: Chalyn McDowell
2A951B5756514CF 10/22/2025
Marion County Contracts & Procurement Date

**THOMAS MILAM, MD
C/O IRIS TELEHEALTH MEDICAL GROUP PA SIGNATURE**

Authorized Signature: _____

Date

Title: Chief Medical Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/03/25

Department: Health & Human Services

Title: Contract for Psychiatric Mental Health Services

Management Update/Work Session Date: 11/04/25 Audio/Visual aids

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

Requested Action: Seeking Approval of the contract with Robert Heister, PMHNP.

Issue, Description & Background: Contractor to provide skilled medical assessment and Psychiatric Mental Health Nurse Practitioner (PMHNP) Services to individuals receiving mental health services at MCHHS.

Financial Impacts: Total contract amount \$300,000.00

Impacts to Department & External Agencies: Health and Human Services anticipates no financial impact to other departments.

List of attachments: NA

Presenter: Carol Heard

Department Head Signature: Ryan Matthews

Contract Review Sheet

Contract for Services

HE-6862-25

Title: PMHNP Services

Contractor's Name: Robert Heister

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: Execution

Expires: October 31, 2028

Original Contract Amount: \$ 300,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 300,000.00

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

Contractor to provide skilled medical assessment and Psychiatric Mental Health Nurse Practitioner (PMHNP) Services to individuals receiving mental health services at MCHHS.

Desired BOC Session Date: 12/3/2025

Contract should be in DocuSign by: 10/29/2025

Agenda Planning Date: 11/6/2025

Printed packets due in Finance: 11/18/2025

Management Update: 11/4/2025

BOC upload / Board Session email: 11/19/2025

BOC Session Presenter(s) Carol Heard

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 2A951B5756514CF
 10/22/2025
 Finance - Contracts Date

Signed by:

 A38C58E8078E42B
 10/27/2025
 Contract Specialist Date

Signed by:

 60C98A6F708240B
 10/22/2025
 Legal Counsel Date

DocuSigned by:

 DC16351248DE4EC
 10/24/2025
 Chief Administrative Officer Date

**MARION COUNTY
CONTRACT FOR SERVICES
HE-6862-25**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Robert Hiester, PMHNP, an Independent Contractor 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 **October 31, 2028**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **October 31, 2030**.

2. DOCUMENTS / ORDER OF PRECEDENCE

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

- A. This Contract less exhibits
- B. Exhibit A: Statement of Work
- C. 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 **\$300,000.00**. 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:
Robert Heister
robert.hiester@gmail.com
925 Cedar Way SE
Salem, Oregon 97302

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

Commissioner Date

Commissioner Date

Authorized Signature:  DocuSigned by: Ryan Matthews
7D28A787656F458... 10/22/2025

Authorized Signature:  DocuSigned by: Jan Fritz
DC16351248DE4EC... 10/24/2025

Reviewed by Signature:  Signed by: Scott Norris
60C98A6E708240B... 10/22/2025

Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by: Chalyn McDonald
2A951B5756514CF... 10/22/2025
Marion County Contracts & Procurement Date

ROBERT HEISTER 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 approximately twelve (12) 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 individual and adjust treatment plan as needed.
- x. Collaborate with nurses and physician 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.

- xii. Prepare and file as necessary all paperwork, service notes and other required documentation within five (5) business days of the service provision.
- 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 **\$300,000.00**.

- A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor **\$160.00** per hour up to but not in excess of **\$300,00.000** for completing all 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: Eva McCammon

3160 Center St NE

Salem, OR 97301

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

1. Contractor is an Independent Contractor (If checked, complete sections 1.A, 1.B and 2 below.): An "independent contractor" means a person who provides services for payment and is: i) free from direction and control over the means and manner of providing the services; ii) customarily engaged in an independently established business; iii) licensed under Oregon law if the services are for architect, engineers, or construction; and iv) responsible for obtaining other licenses, certificates, or training necessary to provide the services. I have a **Social Security Number on attached W-9 form.**

A. For purposes of subsection ii above, a person is considered to be customarily engaged in an independently established business if any **three** of the following requirements are met. **Please check the following items that apply to you and provide information or attach supporting documents for each checked box:**

- Contractor is an incorporated entity (for profit, non-profit, S type. If checked, proceed to section 2 below.): I, the undersigned, am authorized to act on behalf of the legal entity (business name) designated below. I have an Employer Identification Number on attached W-9 form.
- I maintain a business location that is separate from Marion County offices/facilities or I use a specific portion of my residence primarily for the business.
- I assume financial responsibility for the business or the provision of services by entering into fixed-price contracts; being required to correct defective work; warranting services provided; or negotiating indemnification agreements or purchasing liability insurance, performance bonds or errors and omissions insurance.
- I provide contracted services for two or more different persons within a 12-month period, routinely advertise my business, or use other soliciting/marketing efforts reasonably calculated to obtain new contracts for similar services
- I invest in the business by purchasing tools, equipment, or supplies; paying for premises or facilities where services are provided; or paying for licenses, certificates, or specialized training to perform services.
- I have authority to employ additional persons to provide or assist in providing services.

2. I represent that the legal entity identified below is an independently established business that is wholly responsible for its acts as an independent contractor and for the acts of its agents, subcontractors and employees. I further represent that I am duly authorized to sign on behalf of the legal entity identified below.

Robert Hiestor, NP
Robert Hiestor, NP 10/6/25

Department Review: Department certifies that the contracted work and submitted documents meets the standards of a corporation or an independent contractor.

Check One: Contract PO

For Finance Use Only:

Date Received: _____ Initials: _____

IRS Check: Date: _____ Initials: _____

Independent Contractor Approval: _____

Date: _____

Returned to Department: _____ Initials: _____



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: Robert Hiester **DATE:** 10/6/25

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.

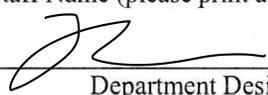
Confidential information may be used and disclosed under certain circumstances, for example: Marion County Health & Human Services uses and discloses confidential information for treatment, payment and health care operations; for reporting abuse and/or neglect; for a medical emergency; if there is a 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.

Robert Hiester, NP  10/6/25
 Staff Name (please print above) Staff Signature Date

 10/21/2025 Rev.: 04/19
 Department Designee Date



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.”

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

Robert Hiester, MD
Staff Name (please print)

Robert Hiester, MD
Staff Signature

10/6/25
Date

Rev.: 04/19

<p>Area: Personnel Health</p>	<p>Marion County Health Department</p>	<p>No. 2.43 500.16 Page: 1 of 2 10-12-04 Revised: March 9, 2011</p>
<p>Subject: Behavioral Health Documentation Policy</p>	<p>Prepared by: Scott Richards</p>	<p>Approved by/Date Roderick Calkins <i>Roderick P. Calkins</i></p>

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 **Robert Heister**, 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 **Robert Heister**.
- 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 purpose 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: December 3, 2025

Department: Health & Human Services

Title: PacificSource Subgrant Agreement Community Capacity Building Funds (CCBF) (HE-6884-25)

Management Update/Work Session Date: 11/04/2025 Audio/Visual aids []

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

Requested Action: Approval to enter into a subgrant agreement with PacificSource based on the award of our Health Related Social Needs (HRSN) Community Capacity Building Funds (CCBF) grant application.

Issue, Description & Background: As part of the 2022–2027 Medicaid 1115 Demonstration Waiver, the Oregon Health Authority (OHA) allocated \$5,581,652 to Coordinated Care Organizations in Marion and Polk counties for the second round of Health-Related Social Needs (HRSN) Community Capacity Building Funding. Marion County Health and Human Services (MCHHS) is awarded \$451,690.23. These funds will support continued service expansion, including the addition of 0.25 FTE for a Registered Dietitian Nutritionist to enhance nutrition services, as well as increased outreach and community support efforts. This will also support MCHHS’s role in bringing community HRSN providers together to foster collaborative relationships and strengthen coordination with PacificSource.

Financial Impacts: Incoming grant funds of \$451,693.23 will expand MCHHS's ability to deliver HRSN services, add nutrition support, sustain essential staffing, and enhance community coordination.

Impacts to Department & External Agencies: N/A

List of attachments: HE-6884-25 PacificSource Community Solutions

Presenter: Naomi Hudkins, Christi Bertschi

Department Head Signature: Ryan Matthews (DocuSigned by: 7D28A787656F458...)

REQUEST FOR AUTHORIZATION OF CONTRACT HE-6884-25

Date: October 16, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Lyndsie Schwarz

I. Subject: Retroactive

Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with PacificSource Community Solutions for Subgrant Agreement - Community Capacity Building Funds 2025 with a value of \$451,693.23 and will be effective retroactive to 7/31/2025 upon approval.

A. BACKGROUND

On May 30, 2025, MCHHS submitted a grant application to PacificSource Community Solutions for Health-Related Social Needs (HRSN) Community Capacity Building Funds (CCBF), and on October 15, 2025, MCHHS received an award letter and associated Subgrant Agreement – CCBF from PacificSource Community Solutions.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

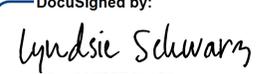
The award letter and Subgrant Agreement were received October 15, 2025 after the subgrant agreement start date of July 31, 2025.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

The delay in executing the Subgrant Agreement was out of MCHHS control as the award letter was received October 15, 2025 by PacificSource Community Solutions after the Subgrant Agreement start date, July 31, 2025.

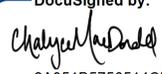
---Signatures on following page---

Submitted by:

DocuSigned by:

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Lyndsie Schwarz
Health and Human Services

Reviewed by:

DocuSigned by:

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Contracts & Procurement

Acknowledged by:

DocuSigned by:

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Department Head

Acknowledged by:

DocuSigned by:

DC16351248DE4EC

Jan Fritz, CAO

SUBGRANT AGREEMENT – COMMUNITY CAPACITY BUILDING FUNDS

This Subgrant Agreement is made between PacificSource Community Solutions, an Oregon non-profit corporation (“PCS”), and Marion County, Oregon (“Subgrantee”) and is effective July 31, 2025.

RECITALS

A. PCS is contracted with the State of Oregon, acting by and through the Oregon Health Authority (“OHA”) to assist in supporting investments to create robust, equitable networks of Health-Related Social Needs providers and build the necessary capabilities and capacity of community partners (the “Grant Agreement”).

B. PCS wishes to contract with Subgrantee to perform the work noted in Subgrantee’s Health Related Social Needs Community Capacity Building Funding Application, submitted to PCS and approved by OHA (“Subgrantee’s Application”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, and for the mutual reliance of the parties in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Services. Subgrantee will provide the services described in Subgrantee’s Application which are agreed upon by Subgrantee and PCS and funded in Community Capacity Building Funding (“CCBF”) Application Budget (the “Services”), a copy of which is attached hereto as Exhibit A and incorporated herein. Subgrantee agrees and acknowledges that the Services will be performed utilizing only the dollars provided for in this Agreement and that no amounts received under other contracts with PCS, or any of its affiliated entities, will be used, directly or indirectly, to fund the Services.

2. Reports. Subgrantee will provide reporting to PCS on at least an annual basis to include the following, at a minimum and pursuant to OHA’s standard reporting: (a) Amount of CCBF spent during the reporting period and to date; (b) Specific activities and items that CCBF was used to support during the reporting period; (c) Requests to modify activities and the budget, as needed, including the rationale for modification; and (d) Attestation that CCBF has not duplicated funding received from other federal, state or local sources and has not supplanted funding from other federal, state or local sources. Additionally, Subgrantee will provide a final summary report to PCS at the conclusion of the Grant period.

Subgrantee shall submit reports to: HRSNServiceProviderRequests@pacificsource.com

3. Payment. Subject to receipt of the grant funds from the OHA, PCS will pay Subgrantee an amount not to exceed four hundred fifty-one thousand six hundred ninety-three and 23 /100 Dollars (\$451693.23), with all funds being dispersed to Subgrantee by 12/15, 2025. Subgrantee agrees and acknowledges that any funds provided PCS under this Subgrant Agreement that are not expended by 7/31/2027, must be returned to PCS no later than 8/31/2027.

4. Responsibilities. The Parties agree to comply with all requirements provided in the Grant Agreement and Subgrantee agrees and acknowledges to cooperate with PCS so that PCS may meet all of its obligations to OHA under the Grant Agreement, including, but not limited to, PCS’s obligations to

evaluate Subgrantee, serve as fiscal administrator, provide oversight and reporting, and ensure program integrity.

5. Term; Termination. This Agreement shall expire on December 31, 2028; provided, however, that this Agreement shall terminate immediately if (a) the Grant Agreement between PCS and the OHA is terminated for any reason; (b) PCS does not receive all funds from the OHA as provided for in the Grant Agreement; or (c) Subgrantee fails to perform adequately under this Subgrant Agreement in the reasonable opinion, and sole discretion, of PCS.

6. Terms and Conditions from the OHA Grant Agreement. Subgrantee acknowledges and agrees that it is subject to the provisions in the Grant Agreement between PCS and the OHA that are required to be passed through to subcontractors, which are attached hereto and incorporated herein as Exhibits B, C and D, with Subgrantee taking the place of the "Recipient" for purposes of Exhibits B, C and D.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives.

PACIFICSOURCE COMMUNITY SOLUTIONS

SUBGRANTEE

See County Signature Page

By: _____
[signature]

By: _____
[signature]

[printed name]

Ryan Matthews

[printed name]

Title: _____

Title: Department Director or Designee

Address: PO Box 7469
Bend, OR 97701

Address: 3160 Center St. NE

Salem, OR 97301

**SIGNATURE PAGE FOR
SUBGRANT AGREEMENT - COMMUNITY CAPACITY BUILDING FUNDS 2025 -
HE-6884-25**

**between
MARION COUNTY and PACIFCSOURCE COMMUNITY SOLUTIONS**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Ryan Matthews
7D28A787656E458 10/24/2025

Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC16351248DE4EC 10/31/2025

Chief Administrative Officer Date

Reviewed by Signature: Signed by:
Scott Norris
60C98A6F708240B 10/31/2025

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
Cheryl McDonald
2A951B5756514CF 10/24/2025

Marion County Contracts & Procurement Date

PACIFCSOURCE COMMUNITY SOLUTIONS SIGNATURE

Authorized Signature: See Grant Agreement Signature Date

Title: _____

EXHIBIT A

Subgrantee's Health Related Social Needs Community Capacity Building Funding Application

Marion County Health & Human Services

2025 Community Capacity Building Funding Application

Marion County Health & Human Services

Ms. Christina Bertschi
P.O. BOX 14500
Salem, OR 97309

cbertschi@co.marion.or.us
O: 503-576-4608

Ms. Christina Bertschi

3180 Center Street NE, Suite 2274
Salem, OR 97301

cbertschi@co.marion.or.us
O: 503-576-4608

Application Form

Background Information - What is Oregon's Health-Related Social Needs initiative?

Where we are born, live, learn, work, play, and age, can affect our health and quality of life. Access to health care, healthy foods, and safe housing, or "Health-Related Social Needs" (HRSN), is important to our health.

Oregon Health Plan (OHP) members who qualify (as defined by CMS) have a new set of benefits available to them. HRSN benefits include:

- Climate benefits
- Housing benefits
- Nutrition benefits
- Outreach and engagement supports

HRSN benefit providers--including, community-based organizations, social service agencies, and others--play an important role in delivering benefits to qualifying members and may be eligible for Community Capacity Building Funding (CCBF).

1 To qualify, OHP members must be in at least one of the following life transitions (additional criteria also applies for each type of HRSN service): 1) Released from incarceration in the past 12 months; 2) Discharged from a qualifying behavioral health facility in the past 12 months; 3) Current or past involvement in the Oregon child welfare system 4) Transitioning from Medicaid-only to dual eligibility (Medicaid and Medicare) status within the next three months or has transitioned in the past nine months; 5) Homeless or at risk of becoming homeless; 6) a Young Adult with Special Healthcare Needs

Instructions

To receive funding, organizations must complete and sign this application form in its entirety by May 30, 2025. For this form to be considered complete:

- All components must be filled out
- A budget request must be attached
- The application must be signed by the authorized representative from the entity applying for funding

Please see pages 25-34 of OHA's version of the CCBF grant for additional information.

If you have questions about this application or need technical support, reach out to Elliot Sky at HRSNServiceProviderRequests@pacificsource.com or call 541-225-2813.

Applicant Organization Information

The purpose of this section is to collect general information about the applicant organization. Please complete the information requested in the questions below.

Legal Name of Applicant Organization (this should be the name used for your tax ID)*

Marion County Health & Human Services

Organization Name (if differs from legal name)

Point of Contact Name*

Christina Bertschi

Point of Contact Title*

Human Services Program Manager

Point of Contact Telephone Number*

(503) 576-4608

Point of Contact Email Address*

cbertschi@co.marion.or.us

Mailing Address: Street Address*

3180 Center Street NE, Suite 2274

Mailing Address: City*

Salem

Mailing Address: State*

Oregon

Mailing Address: Zip Code*

97301

Eligibility Criteria

Organizations must meet minimum eligibility criteria to receive Community Capacity Building Funding (CCBF).

1 a. Please attest to the following:*

The organization is capable of providing or supporting the provision of one or more HRSN services to Medicaid beneficiaries within the state of Oregon.

Yes

1 b. Please attest to the following:*

The organization intends to contract with one or more CCOs or with the Oregon Card/fee-for-service Third Party Contractor (FFS TPC) to serve as an HRSN provider for at least one HRSN benefit or to support the delivery of HRSN services by acting as a ‘convener’ or ‘hub’ role.

Yes

1 b. Please attest to the following:*

The organization demonstrates a history of responsible financial administration. This can be shown through any of the following:

- Recent annual financial reports.
- Externally conducted audit.
- Experience receiving other federal funding or other similar documentation.

Yes

2. Organization Types*

The following organization types are eligible to apply for and receive Community Capacity Building Funding. Please select the box that most closely aligns with your organization type (select more than one, as needed):

Community-based organizations, including:

- Social-services agencies
- Housing agencies and providers
- Food and nutrition service providers

-----Outreach and engagement providers

Provider organizations that include those that provide or coordinate HRSN services, including:

-----Case management providers

-----Traditional health workers

-----Organizations focused on children, women and families

City, county and local government agencies

Organizations that will support the development of the HRSN network, including:

Organizations who will be convening current and potential HRSN partners

Applicant Organization Background Questions

Who will be served

The purpose of this section is to collect information about the population served by your organization and to learn more about how you intend to use that experience or grow that experience to provide HRSN benefits to eligible members

3. Counties served.*

Please select the box/es of counties where your organization will provide HRSN benefits (select more than one, as needed):

Marion

4. For each county marked above, your organization must provide specific details about:*

1. the current and planned working relationship and knowledge of that county (including any cross-county work);
2. current and planned partnerships to support HRSN benefit provision (including with CCOs);
3. if your organization plans to differ the type of benefits offered in different counties, please describe that here; and
4. if your organization does not have existing relationships in the county, you must describe how you intend to build those relationships. (400 words/ 2600 character max)

MCHHS provides comprehensive support to individuals and families through five four key divisions: Addiction and Treatment Services, Behavioral Health Services, Human Services, and Public Health. Our organization maintains numerous contracts and Memoranda of Understanding (MOUs) with community partners, creating a strong foundation upon which our housing programs and services are built.

MCHHS actively participates in the Mid-Willamette Valley Homeless Alliance through representation on its committees, ensuring alignment with regional strategies. We also maintain a site agreement to provide Coordinated Entry (CE) assessments for individuals engaged in our services who are in need of emergency shelter or other housing-related resources that require CE assessment for access. MCHHS Housing Program holds MOUs with both the Marion County and Salem Housing Authorities, ensuring sustained financial

support for individuals with high needs as they transition to self-sufficiency. Additionally, we maintain contracts with the Oregon Department of Human Services to provide housing navigation services for families involved in Child Welfare and Self-Sufficiency programs.

Our Housing Programs serve individuals and families across the lifespan, collaborating with organizations such as Aging and Disability Services and Punx in the Park to meet diverse community needs. We maintain a strong presence in rural areas of Marion County, focusing on populations that may experience increased difficulty accessing services due to geographic or systemic barriers.

We sustain a longstanding and ongoing partnership with Polk County Health and Human Services, rooted in our geographic proximity and shared commitment to regional collaboration. Looking ahead, we plan to serve as co-conveners to support service providers across both Marion and Polk counties. As local government entities, Marion and Polk County Health and Human Services are recognized as trusted leaders in the community, uniquely positioned to coordinate and align resources, foster cross-sector collaboration, and drive strategic initiatives that enhance service delivery across the region.

5. Populations served*

This section will ask that you rank the population(s) (within each list) to which your organization will provide HRSN benefit/s. Please only rank the populations that you plan to serve. If you do not plan to serve a population, you may leave it blank.

List A: HRSN Eligible Populations: (See approved HRSN Services Protocol): For List A below: Please mark off which HRSN eligible population(s) you plan to serve. If there is a population listed that your organization will likely not serve, please leave that blank.

Link: Young Adults with Special Health Care Needs (YSCHN)

Young Adults with Special Health Care Needs (YSCHN)
 Adults and youth discharged from an Institution for Mental Disease
 Adults and youth released from incarceration
 Youth involved with child welfare
 Individuals transitioning to Dual Status
 Individuals who are homeless or at risk of homelessness

List B: Populations served*

For List B below, starting with the population group **you plan to serve the most** (write # 1 in the box) please rank in order of who you expect to serve the most. You may rank up to 3. If there is a population listed that your organization will likely not serve, please leave that blank.

American Indian/Alaska Native/Indigenous communities:
 Asian communities:
 Black/African American/African communities:
 Latino/a/x communities:
 Pacific Islander communities:
 Eastern European communities:
 People with disabilities:
 LGBTQIA2S+ communities:
 Immigrant and refugee communities:

Rural communities:
Faith communities:
Houseless communities:
People with behavioral health conditions:

Other communities not listed above (please describe) (100 words/ 500 character max):

Families involved with Child Welfare and Self Sufficiency Programs.

6. Primarily served population

Please indicate if there is one HRSN Covered Population and/or other population that you primarily serve.

We primarily serve those experiencing complex behavioral health challenges, including substance use disorders and the effects of traumatic life events. We also prioritize services for individuals with intellectual and/or developmental disabilities.

Providing Culturally and Linguistically Responsive and Trauma Informed Services

The purpose of this section is to understand your organization's background and experience in providing culturally and linguistically responsive services and how you will use that experience or grow capacity when providing HRSN benefits.

7. Language access provided by your organization. Please indicate your organization's capacity to speak and write in languages other than English. Also indicate whether the language capacity comes from a native or non-native speaker

Language 1:

Spanish

Language 1 (continued):

Services provided in this language by a staff native speaker
Interpretation/translation services provided by a third party.

Language 2:

Russian

Language 2 (continued):

Interpretation/translation services provided by a third party.

Language 3:

Vietnamese

Language 3 (continued):

Interpretation/translation services provided by a third party.

Language 4:

American Sign Language

Language 4 (continued):

Interpretation/translation services provided by a third party.

Other language access

(Optional) Other language access offered by your organization not already listed above (50 words/ 325 character max):

MCHHS currently holds seven contracts with agencies that provide language translation and interpretation services in person, by phone, and via video conferencing. Additional languages offered include Burmese, Chuukese, Marshallese, Punjabi, and others upon request.

Culturally and linguistically responsive services:

Culturally and linguistically responsive services are designed specifically for a distinct minoritized cultural community, developed based on the languages used and cultural values of the distinct minoritized cultural community and designed to elevate their voices and experiences. Culturally and linguistically responsive services have the aim of enhancing emotional safety, belonging, and a shared collective cultural experience for healing and recovery among the distinct cultural community served.

A minoritized cultural community is a community that has experienced historical and contemporary discrimination and oppression primarily on the basis of race, ethnicity, gender identity, sexual and affectional orientation, ability status, and/or migration history.

8. Culturally and linguistically responsive services*

Describe how your organization currently provides culturally and linguistically responsive services to the populations it serves. If your organization does not currently provide culturally and linguistically responsive

services or you plan to increase your capabilities using CCBF, please describe here. (400 words/ 2600 character max)

According to the U.S. Census Bureau's QuickFacts, Marion County, Oregon, had an estimated population of 352,867 in 2024. Of this population, 29.3% identified as Hispanic or Latino, 2.9% as American Indian or Alaska Native, 2.8% as Asian, and 1.7% as Black. Additionally, 20.5% of residents spoke Spanish, 2.2% spoke other Indo-European languages, and 2.1% spoke Asian or Pacific Islander languages at home. Furthermore, 15.7% of the population reported a disability, including hearing impairments (4.0%), cognitive challenges (7.8%), and mobility limitations (7.2%).

In response to these realities, MCHHS has adopted clear policies and practices to ensure that its services are accessible and respectful of the county's diverse population. Our internal Client Services and Records policy and Cultural Competency framework ensure that we meet state and federal guidelines for access and service delivery. These standards include using professional interpretation services, hiring bilingual staff when possible, and translating essential materials into commonly spoken languages.

MCHHS currently contracts with seven language service providers, including Passport to Languages, Linguava Interpreters, and CTS. These agencies offer in-person, phone, and video translation services covering Spanish, Chinese, Chuukese, and additional languages upon request. These resources ensure we can serve clients in their preferred language and provide equal access to vital services.

Our staff receive regular training on respectful communication, service consistency, and understanding client needs in a practical and professional manner. This helps ensure that staff can work effectively with clients from a wide range of backgrounds, including individuals with Limited English Proficiency or those with hearing or vision impairments.

The Housing Programs is currently recruiting a bilingual Housing Navigation Specialist to assist with direct client services. Additionally, the Public Health Division plans to use CCBF funding to support a 0.5 FTE bilingual Registered Dietitian Nutritionist (RDN) who will offer nutrition education and assessments. All written outreach and service materials will be translated into appropriate languages, and efforts will be made to ensure that information is understandable regardless of literacy level.

As the HRSN services expand, MCHHS will remain focused on providing services that are practical, professional, and accessible to the residents of Marion County.

9. Trauma informed services:*

Describe how your organization provides trauma informed services to the populations it serves currently. Please include how staff receive trauma informed training. If your organization does not currently provide trauma informed services or you plan to utilize CCBF to increase your efforts in this area, please describe here. (300 words/ 950 character max).

MCHHS-Housing Programs serves as a key resource for vulnerable populations in Marion County. We collaborate with partners to reduce barriers and offer streamlined access to mental health, housing, and essential services. Frontline staff and Peer Support Partners ensure that individuals feel heard, validated, and connected to appropriate support. Through our partnership with the Mid-Willamette Valley Homeless Alliance, we offer on-site coordinated entry assessments to reduce re-traumatization by limiting the need to repeatedly share personal histories. Peer Support Partners, with lived experience, play a crucial role in normalizing adversity and empowering individuals with hope and recovery skills. Alongside Qualified Mental Health Associates and Professionals, our teams are equipped to meet behavioral health needs while fostering a trauma-informed workplace.

Strategies for Providing HRSN Benefits

Background for applicants:

- Learn about becoming an HRSN Service Provider:
 - Review the information on the webpage Health-Related Social Needs Information for Providers
 - HRSN Service Descriptions (descriptions of specific services that can be offered through HRSN) and Fee Schedules (payment rates for benefits offered through HRSN):
 - ♣ HRSN Service Descriptions:
 - ♣ Climate supports: Table 3 (page 8)
 - ♣ Housing supports: Table 4 (page 10)
 - ♣ Nutrition supports: Table 6 (page 29)
 - ♣ Outreach & engagement: Table 8 (page 37)
 - ♣ HRSN Fee Schedules:
 - ♣ Find updated HRSN Fee Schedules towards the bottom of the Health-Related Social Needs Information for Providers webpage.
- Learn about CCBF priorities of the CCO/s operating in the service area/s in which you want to provide HRSN benefits.
 - Go to the CCBF CCO Contact webpage:
 - Find the website and contact information for the CCO/s in the service areas of your organization
 - Review the CCBF webpage of the CCO and review their priorities for 2025
 - Contact the CCO/s CCBF if you have questions
- Determine what HRSN benefits your organization intends to provide and what it will need to be able to do so. Organizations can provide one or more HRSN benefits to eligible OHP members.
- Learn about the allowable (and not allowable) uses for the CCBF (see page 2 of the Background Application Information)

Strategy and Approach to Building Capacity to Provide HRSN benefits

The purpose of this section is to understand your organization's plan to provide one or more of the HRSN benefits to eligible OHP members.

10. Which HRSN benefit(s) does your organization provide or intend to provide?* (if more than 1, check all that apply)

*Network Manager- or 'Hub': support, for example, HRSN contracting, implementation, invoicing and service delivery

Housing benefits

Nutrition benefits

Outreach and Engagement supports

Our organization will be serving as a convener of HRSN service providers

11. Describe your organization's work related to each benefit you plan to support:

On questions 11a-f, for each answer marked in Question 10, use the spaces below to describe:

- a. your experience providing the services you plan to provide through HRSN (e.g., housing, nutrition, climate supports, outreach and engagement services and/or as a convener or hub organization)
- b. how your organization intends to provide these benefits as an HRSN provider, including the specific services under each benefit type that you plan to provide (see HRSN service descriptions also linked above)
- c. how you will utilize CCBF to develop your organization's capacity in relation to the allowable use categories listed on pages 28-31 of OHA's CCBF Grant Application.

Only provide a response for the benefit(s) you intend to provide

11a. Climate Benefits

If your organization will be providing climate benefits (include specific climate devices): (500 words/ 3,250 character max)

Not Applicable

11b. Housing Benefits

If your organization will be providing housing benefits (include specific housing supports e.g., rent and utility costs, tenancy service, etc.): (500 words/ 3,250 character max)

MCHHS Housing Programs launched the Rental Assistance Program (RAP) in 2014 with support from the OHA. This pilot initiative provided long-term rental subsidies, life skills training, and housing stability services for individuals with Serious and Persistent Mental Illness (SPMI) who were homeless, at risk of homelessness, or transitioning from institutional care.

In 2018, the program expanded to include individuals with co-occurring behavioral health conditions. MCHHS also introduced the Youth Rental Assistance Program (YRAP) for ages 17–25 and the Family Rental Assistance Program (FRAP). In addition, the Housing Programs offer navigation services through the Oregon Department of Human Services for families involved in Child Welfare or enrolled in TANF/self-sufficiency programs. Core supports include tenant education, housing readiness, background checks, transportation assistance, and Housing Choice Vouchers in collaboration with local housing authorities. The Housing Programs began delivering HRSN housing benefits in December 2024.

As an HRSN provider, the Housing Programs will offer rent and utility payment support (past due and forward-looking), storage fee assistance, home modifications, remediation for unsafe conditions, short-term lodging (e.g., hotel/motel), and tenancy services. These supports are intended for individuals who are at risk of homelessness and who face clinical challenges such as mental illness, substance use disorders, or intellectual/developmental disabilities.

With 2025 HRSN CCBF funding, the Housing Programs will expand staffing to manage growing demand and strengthen infrastructure. Requested positions include a Housing Navigation Specialist (1.0 FTE), Office Specialist 3 (1.0 FTE), Program Coordinator 2 (0.75 FTE), and Program Coordinator 1 (0.5 FTE). The Housing Navigation Specialist will assist participants by conducting housing pre-screenings, reviewing documentation, coordinating with fiscal agents, and developing Housing Support Plans. Regular check-ins will ensure ongoing support and goal tracking.

The Office Specialist 3 will enter HRSN referrals, submit rent and utility invoices through a third-party portal, track expenses, and assist with reporting—freeing direct service staff to focus on client engagement. The coordinator roles will support program operations, assist with partner outreach and convening, conduct internal audits, develop training materials, and help maintain compliance with grant requirements.

MCHHS will continue to work closely with community partners, housing authorities, and state agencies to coordinate care and expand access to safe, stable housing. The proposed expansion will help ensure that those with the greatest needs can access and maintain housing with the support of well-trained staff and clearly defined processes.

11c. Nutrition Benefits

If your organization will be providing nutrition benefits (include specific nutrition supports e.g., medically tailored meals, nutrition education, etc.): (500 words/ 3,250 character max)

MCHHS employs two full-time equivalent (FTE) Board Certified Registered Nutritionists (RDNs) who provide comprehensive nutrition support for the Women, Infants, and Children (WIC) program. The RDNs are highly qualified, meeting all certification requirements, which include a bachelor's degree, a supervised practicum, a national exam, and ongoing continuing education to stay up to date with best practices in the nutrition field. Services are provided in a variety of formats to accommodate client's preferences and circumstances, including individual or group sessions conducted in-person, by phone, or through video. The RDNs conduct health and diet assessments, provide personalized nutrition and health education, offer meal planning assistance, develop tailored care plans, prescribe tailored food packages, collaborate with client's health care providers, and facilitate referrals for other community services.

The MCHHS will provide HRSN nutrition benefits by completing comprehensive assessments for Medically Tailored Meals (MTMs) and referring individuals to MTM HRSN Service Providers. In addition, MCHHS will provide comprehensive nutrition education and, when appropriate, will actively refer individuals to HRSN Service Providers that offer the Fruit & Vegetable benefits. Assessments for MTMs will be conducted by the RDN who will evaluate the member's health conditions to determine eligibility for MTM services. The RDN will then develop a personalized nutrition care plan that aligns with client's health conditions and goals, taking into account individual and cultural dietary preferences. Clients who qualify for MTMs will be connected to a MTM HRSN Service Provider through their CCO or open card provider. Periodic reassessments will be conducted to ensure ongoing support. Assessment and care plans will be delivered through in-person, phone or video consultations, depending on the client's preference. The RDN will also refer clients to HRSN Services Providers offering the Fruit & Vegetable benefits.

MCHHS will utilize 2025 HRSN CCBF to support the salary of 0.5 FTE RDN. RDNs will provide nutrition education designed to motivate and support information decision making, supporting informed decision-making and healthy routines encouraging positive behavior changes, and promote overall wellness to improve health outcomes. Nutrition education may be provided individually or in group settings. Client sessions will be person-centered, tailored to the client's needs and respectful of personal dietary preferences specific needs, and culturally appropriate. Group sessions will be structured around a specific nutritional topic to provide in-depth information, enhance engagement, and foster a supportive and informative environment. These sessions may be offered virtually or held in various community-based locations. Nutrition education may be delivered as one-time sessions, or on a recurring basis. To reinforce learning and support behavior change, sessions may include supportive materials such as handouts, take-home items, and other informational tools.

11d. Outreach and Engagement Supports

If your organization will be providing outreach and engagement supports: (500 words/ 3,250 character max)

The MCHHS Housing Programs and Public Health Divisions manage critical state and federally funded initiatives aimed at supporting the health and stability of vulnerable populations. Both divisions adhere to comprehensive federal and state guidelines that define program eligibility criteria and incorporate performance metrics for bidirectional referral pathways, outreach and community engagement, and the delivery of wraparound and ancillary services. These activities foster strategic partnerships and collaboration, enhancing referral pathways through a closed-loop system that enables seamless coordination of services across providers, and are also aligned with the delivery of HRSN Outreach and Engagement services. Since December 2024, the Housing Programs has provided HRSN Outreach and Engagement services, including verifying Medicaid eligibility, collecting necessary documentation, enrolling individuals in HRSN Social Care Coverage (encompassing Outreach and Engagement services as well as Housing Services), and facilitating connections to additional programs and services.

Currently, the Housing Programs has two full-time Housing Navigation Specialists providing HRSN Outreach and Engagement services for presumed HRSN-eligible Oregon Health Plan (OHP) members. As the Housing Program identifies participants across additional service areas and expands both engagement and staffing capacity, it will implement an open access approach to ensure services remain accessible to all individuals within HRSN covered populations and with varying clinical risk factors. As outlined in Oregon Administrative Rules (OAR) 410-120-2005, the Housing Programs will provide all Outreach and Engagement services detailed within sections (a) through (j), including engaging potentially eligible members, verifying Medicaid eligibility, collecting necessary documentation, enrolling individuals in Social Care Coverage, and coordinating related services. In addition to standard Outreach and Engagement services under the nutrition benefit, a 0.5 FTE Registered Dietitian Nutritionist will assist individuals in accessing community programs that promote wellness, including housing assistance, domestic violence support, substance use treatment, and food resources.

The Housing Programs and the Public Health Divisions will allocate funds from the 2025 HRSN CCBF's Workforce Development category to support a Housing Navigation Specialist (1 FTE), a bilingual Registered Dietitian Nutritionist (0.5 FTE), an Office Specialist 3 (1 FTE), and a Program Coordinator 1 (0.5 FTE). These positions will complement existing staff and support the delivery of Outreach and Engagement services for individuals presumed to be HRSN-eligible. These positions will also enable the organization to handle a high volume of external referrals, complete referrals for the Fruit & Vegetable benefits, and serve all priority populations. The Housing Navigation Specialist will manage a caseload of over 60 individuals, the Office Specialist 3 will enter referrals into the Unite Us platform, and the Program Coordinator 1 will increase participation, significantly increasing the organization's capacity to serve clients efficiently and effectively.

11e. Convener Organization

11e. If your organization will serve as a convener organization: (500 words/ 3,250 character max)

As a regional co-convener with Polk County, Marion County plays a central role in building a coordinated and responsive system of Housing-Related Social Needs (HRSN) services across the region. Our shared commitment recognizes the complexity of our service landscape, which includes a mix of urban and rural communities, limited infrastructure in outlying areas, and populations with layered needs, including individuals connected to large state institutions.

In this partnership, Polk County leads the development of training materials and provider tools, while Marion County focuses on provider engagement, implementation support, and ensuring accessibility and clarity of resources. Together, we are working to reduce barriers, align services, and strengthen provider capacity across all communities, especially those that are smaller, newer to the HRSN system, or operating in resource-limited settings.

In response, in collaboration with Polk County, Marion County is committed to offering structured support, education, and resource-sharing to help other HRSN providers successfully navigate these challenges. We will:

- Facilitate regional collaboration and learning opportunities through two complementary formats: quarterly meetings, which offer regular, focused spaces for peer learning, shared updates, and collaborative problem-solving among providers; and a regional Health and Housing Summit, a larger event that brings together cross-sector partners—including healthcare, housing, community organizations, and individuals with lived experience—for broader strategic dialogue and collective planning around the intersection of housing and health.
- Support housing service providers and case managers by sharing practical tools, peer-informed resources, and examples of effective approaches. We aim to offer helpful information that teams can draw from as they develop housing plans tailored to individual needs and are responsive to local conditions.
- Assist providers in navigating the HRSN system by helping them connect with relevant guidance, resources, and peer support networks. This is especially valuable for those new to HRSN or operating in resource-limited settings, where building internal capacity and understanding evolving procedures can be particularly challenging.
- Stay connected with system partners to help relay the experiences and perspectives of local providers. These ongoing conversations help foster shared understanding and keep the day-to-day context of service delivery in view as systems and processes develop

Our goal is to cultivate a consistent and coordinated regional response to housing-related needs—one that lifts up smaller providers, promotes shared standards, and enhances service quality across all communities. By investing in regional provider education and support, Marion County aims to amplify the impact of HRSN services and ensure that even the most isolated or resource-constrained communities' benefit from this system of care.

11f. Network Manager - or 'Hub'

If your organization will serve as Network Manager - or 'Hub' to support, for example, HRSN contracting, implementation, invoicing and service delivery: organization: (500 words/ 3,250 character max)

Not Applicable

12. Plans to provide HRSN benefits*

Please check whether your organization plans to provide HRSN benefits through CCOs, Open Card/fee-for-service or both.

Both

Budget Explanation and Allowable Funding Uses

The purpose of this section is to provide additional information to explain the attached 2025 CCBF Budget Template and to collect information about:

- The purpose of your funding request.
- Funding need and justification.
- How funding will be used.

We recommend you carefully review the allowable (and impermissible) uses. (See what CCBF can be used for).

Organizations will need to complete the 2025 CCBF Budget Template to complete this section.

13. Has your organization previously applied for CCBF from this CCO?*

Please indicate if you were awarded funds.

Yes, was awarded

14. Has your organization previously applied for CCBF from other CCOs?*

No

15. If you answered “yes” to question 14 and were awarded

If you answered “yes” to question 14 and were awarded, please note the CCO(s) to which you applied. If not applicable, please leave blank.

Previously applied to and was awarded:

Not Applicable

16. Prior Funding

(If you have not previously been awarded CCBF funds, then you do not need to answer this question and you can skip to question 17).

Please explain what you were funded for in your prior CCBF award(s) and how the funds you are applying for in this round of funding are different from and/or build upon this existing funding (400 words/ 2,600 character count max).

The Housing Programs received \$780,395 through the 2024 HRSN CCBF grant cycle. As outlined in the grant application, the primary objective of this funding was to build the Housing Programs’ infrastructure and capacity for delivering HRSN services. Key components include enhancements to DrCloud, an existing electronic health record system, to support participant assessments, encounters, and invoicing promoting patient-centered care and improving service delivery. The grant also expands the workforce and allocates time within existing roles to support HRSN service delivery. Specifically, it funds one full-time Clinical Supervisor I, two full-time Housing Navigation Specialists (one bilingual), and 0.25 FTE for an existing Human Services Program Manager position. Additional funding supports a kiosk for participants, administrative costs for HRSN-related support (billing support, financial services, contract administration, IT support), a community outreach event, and outreach materials.

In alignment with PacificSource CCBF priorities, MCHHS' primary goal for the 2025 HRSN CCBF grant funding is to expand upon the framework, infrastructure, and organizational capacity developed through the previous CCBF grant. The funding will enable MCHHS to significantly increase rental/utility assistance, manage a high volume of external referrals, and provide convening support for HRSN service providers. It will also support the HRSN nutrition benefit, including connecting individuals to Fruit & Vegetable benefits, while ensuring services are accessible to priority populations identified by the Regional Health Equity Coalition—such as communities of color, Oregon's nine federally recognized tribes, immigrants and refugees, migrant and seasonal farmworkers, and low-income individuals/families. Priority populations also include those defined for HRSN purposes as individuals who are low-income and members of at least one of the following groups: those leaving incarceration, exiting mental health or substance use recovery facilities, involved in the Oregon child welfare system, or at risk of homelessness. As outlined in the grant application, MCHHS has requested funding for the following positions: Housing Navigation Specialist (1 FTE), Office Specialist 3 (1 FTE), Registered Dietitian Nutritionist (0.5 FTE), Program Coordinator 2 (0.75 FTE), and Program Coordinator 1 (0.50 FTE). In addition to these positions, MCHHS has allocated funding for convening support services, outreach and engagement, and administrative costs to support the delivery of HRSN services.

17. Are you applying to other CCOs for CCBF in this round of funding?*

No

18. Other CCO(s) to which you are applying

(If you answered “no” to question 17 above, then you do not need to answer this question and you can skip to question 19).

If your answer to question 17 is “yes,” please indicate the name of the other CCO(s) to which you are applying and **describe what you are requesting in your other applications**. Explain how your organization plans to use the different awards (i.e., how do you plan to use the funds from each CCO to serve different populations or use the funds for different activities). Your answer below should clearly state your plans for ensuring that the funding from more than one CCO is not duplicative. (400 word/ 2,600 character max).

Not Applicable

19. Additional Information

Please use this section to clarify anything additional that is needed in your finalized budget template. You may use this section to provide justification for expenditures or activities listed in your budget (400 words/ 2,600 character max)

As we continue developing the MCHHS Housing Programs' HRSN (Housing-Related Social Needs) program, it has become increasingly evident that dedicated administrative support is essential to the program's effectiveness and sustainability. Currently, our navigators are unable to manage higher caseloads due to the significant time demands of administrative tasks. These duties include collecting and reviewing utility bills, interpreting past-due balances in relation to service periods, preparing, uploading, and authorizing housing subsidies (invoices for payment), invoicing through Unite Us, and tracking expenses in detailed reports.

This administrative burden reduces the time navigators can spend directly engaging with clients, which limits both the reach and impact of the program. In order to operate a streamlined, efficient, and fiscally responsible program, we must allocate resources toward administrative roles that can take on tasks such as data entry, auditing, financial reporting, compliance tracking, and quality assurance. This will allow navigators to refocus

their efforts on client-centered care and provide the intensive case management necessary to support long-term housing stability.

Our goal in pursuing this second round of funding is to build the operational infrastructure needed to scale the program while maintaining high standards of service. Sustained support is often necessary for clients with complex challenges, such as six months of rent and utilities. For clients experiencing behavioral health challenges and other complex needs, long-term housing stability requires sustained, coordinated support. Enhancing administrative capacity is a critical step toward ensuring that our program remains both client-focused and outcomes-driven.

Attestations and Certification

As an authorized representative of the Organization, the Organization attests as follows and agrees to the following conditions:

1. The funding received through the HRSN CCBF initiative will not duplicate or supplant reimbursement received through other federal, state and local funds.
2. Funding received for the HRSN CCBF initiative will only be spent on allowable uses as stated above.
3. The Organization will submit progress reports on HRSN CCBF in a manner and on a timeframe specified by the CCO.
4. The Organization understands that the CCO may suspend, terminate or recoup HRSN CCBF in instances of underperformance and/or fraud, waste and abuse.
5. The Organization will alert the CCO if circumstances prevent it from carrying out activities described in the program application. In such cases, the Organization may be required to return unused funds contingent upon the circumstances.
6. As the authorized representative of the Organization, I attest that all information provided in this application is true and accurate to the best of my knowledge.

Signature*

Naomi R. Hudkins

Name and Title*

Naomi R. Hudkins, Housing Programs Division Director

Contact information for person completing this application*

Christina Bertschi

Date*

05/30/2025

Required Documents

Budget Document*

Please download budget document from link here. Fill out this document and upload to this application below.

Marion County Health & Human Services - PacificSource 2025 HRSN CCBF Budget Worksheet 05.28.25.xlsx

File Attachment Summary

Applicant File Uploads

- Marion County Health & Human Services - PacificSource 2025 HRSN CCBF Budget Worksheet 05.28.25.xlsx

Line Item Budget and Narrative Worksheet

INSTRUCTIONS (PLEASE READ):

This template is intended for those applying for CCBF funding. A complete budget must be submitted alongside each application.

If an organization is applying to multiple CCOs, it should submit a separate application and budget to each CCO. **All budgets should align with the narratives in their corresponding applications.**

All expenses listed on this budget **MUST** be allowable uses of funds and cannot be among the items not allowed. Please refer to the list in the 2025 CCBF Application for the CMS approved list of uses.

CCBF 2025 Budget Request
(all funds must be spent no later than September 2027)

Formula (do not enter)

Contact Information	Legal Name of Applicant Organization (this should be what name is used for your tax ID):	Marion County Health & Human Services
	Organization Name (if differs from legal name):	
	Point of Contact (Name):	Christina Bertschi
	Point of Contact (Title):	Human Services Program Manager
	Point of Contact (Email address):	cbertschi@co.marion.or.us
	Point of Contact (Telephone Number):	(503) 476-4608
	Organization Mailing Address:	3180 Center Street NE, Suite 2274 Salem, Oregon 97301
	Program Area:	Community Capacity Building Funds (CCBF) 2025

Budget Categories		Description						Total	
(1) Salary		Position #	Title of Position	Salary (Full, annual base salary amount without fringe benefits)	% of time (FTE)	# of months requested (no more than 18)	Total Salary	Indicate the corresponding allowable use category for each line item: 3- HRSN Workforce development	
		1	Registered Dietician Nutritionist	\$77,408	25.00%	18	\$ 29,028.00	3-HRSN workforce development	
		2	Housing Navigation Specialist	\$55,766	25.00%	18	\$ 20,912.25	3-HRSN workforce development	
		3	Management Analyst 1	\$64,438	100.00%	18	\$ 96,657.00	3-HRSN workforce development	
		4	Program Coordinator 2	\$89,455	50.00%	18	\$ 67,090.95	3-HRSN workforce development	
		TOTAL SALARY						\$ 213,688.20	
		Narrative for Salary: (add additional sheet for narrative if needed)	Position (1): The Registered Dietician Nutritionist (0.25 FTE) will deliver the HRSN nutrition and outreach and engagement benefits: assessments for Medically Tailored Meals and re-assessments; comprehensive nutrition education; outreach and engagement services, and referrals to HRSN Providers for the Fruit & Vegetable benefit. Position (2): Housing Navigation Specialist (0.25 FTE) will deliver the HRSN housing and outreach and engagement benefits: rental and utility payment assistance, home modifications/remediations, storage fees, tenancy services, and outreach and engagement services. This position will also work alongside the participants to create a housing plan. Position (3): Management Analyst I (1 FTE) will generate extensive reports to streamline the HRSN Program, complete processes associated with reviewing bills and uploading documentation into Unite Us, and complete other accounting related functions to increase overall program capacity. (4): Program Coordinator 2 (0.50 FTE) will assist with program development (policies, process maps, and tracking updates to rules, regulations, etc.), assist with HRSN partner convening activities, review invoices and reimbursement from PacificSource, and complete other HRSN related activities.						
							\$ 213,688.20		

(2) Fringe Benefits <i>(including health insurance, retirement costs, etc.</i> <i>Use either 'base' (meaning base amount of \$) or '%' depending on how your organization calculates.)</i>	Position #	Total Salary <i>(autopopulated from lines 116-126 above)</i>	Base If Applicable	%	=	Total Fringe	Indicate the corresponding allowable use category for each line item: 3- HRSN Workforce development <i>Note: salary and fringe can only go towards workforce development</i>				
	1	29,028.00		70.49%	=	\$ 20,462.63	3-HRSN workforce development				
	2	20,912.25		81.60%	=	\$ 17,064.38	3-HRSN workforce development				
	3	96,657.00		65.14%	=	\$ 62,959.86	3-HRSN workforce development				
	4	67,090.95		72.96%	=	\$ 48,950.03	3-HRSN workforce development				
TOTAL FRINGE						\$ 149,436.90		\$ 149,436.90			

(3) Equipment	List equipment. Include all equipment necessary for the HRSN related program development and service delivery (i.e. computer, printer, telephone, and other equipment needed to provide HRSN services).			Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening	
		Total Equipment			
	Office desk (x1), chair (x1), other related office equipment (x1).	\$ 2,000.00		2-Development of business or operational practices	
	Computer and computer accessories (x1) and telephone (x1).	\$ 2,000.00		1-Technology	
		\$ -			
		\$ -			
	TOTAL EQUIPMENT	\$ 4,000.00			\$ 4,000.00
Narrative for Equipment:	The equipment (office desk and chair, computer, telephone, and other related office equipment) will be purchased for the Housing Navigation Specialist that will provide direct services for participants receiving HRSN services.				
(4) Technology Systems	List Technology expenses. This includes costs associated with buying new or changing existing technology (including software, platforms, systems, hardware, interfaces and/or tools)			Indicate the corresponding allowable use category for each line item: 1-Technology <i>Note: items in this category can only go towards technology</i>	
		Total Technology			
	Costs for IT support and IT equipment use charges	\$ 6,814.15		1-Technology	
		\$ -			
		\$ -			
		\$ -			
	TOTAL TECHNOLOGY	\$ 6,814.15			\$ 6,814.15
Narrative description of technology :	The MCHHS Housing Programs will allocate funding for IT support and IT equipment use charges to support the delivery of HRSN services.				
(5) Office Supplies	It is not necessary to list each individual item. Provide an overall summary of what is included. Estimate each total by the allowable use category (as needed). Examples include supplies for meetings, general office supplies (for example: paper, pens, computer disks, highlighters, binders, folders, etc.)			Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening	
		Total Office Supplies			
	Not Applicable				
		\$ -			
		\$ -			
	TOTAL OFFICE SUPPLIES	\$ -			\$ -

(6) Training and Technical Assistance	Please list. This covers training and technical assistance (TA) to build capacity to provide HRSN services. Examples might include: onboarding or training staff to use new or existing technology, training on the HRSN program and roles/responsibilities, and the any necessary training for staff working in the HRSN program (such as training in cultural competency or trauma informed care). This also covers travel costs for in-person trainings. Costs associated may be calculated to include all related costs, as long as they are listed as an allowable expense.	Total Training and Technical Assistance	Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening
	4.- Outreach, education and stakeholder convening	\$ 10,000.00	4-Outreach and education
		\$ -	
		\$ -	
		\$ -	
		\$ -	
	TOTAL TRAINING AND TECHNICAL ASSISTANCE	\$ 10,000.00	
(7) Other (e.g., planning and facilitation costs for outreach and education events)	Please list. NOTE: this category may not account for more than 15% of the overall budget request. Please describe clearly.	Total Other	Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening
	Professional interpretation and translation services.	\$ 24,000.00	4-Outreach and education
	Contract, billing, financial, and clerical supports.	\$ 24,000.00	2-Development of business or operational practices
	Risk management and legal supports.	\$ 8,000.00	2-Development of business or operational practices
	Management and other supports.	\$ 11,753.98	2-Development of business or operational practices
		\$ -	
TOTAL OTHER	\$ 67,753.98		\$ 67,753.98
(8) Contracts:	List all sub-contracts and all contractual costs, if applicable.	Total Contracts	Indicate the corresponding allowable use category for each line item: 1-Technology 2- Development of business or operational practices 3- HRSN Workforce development 4- Outreach, education, and stakeholder convening
	Not Applicable	\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
	TOTAL CONTRACTS	\$ -	
(9) TOTALS	(Sum of 1 through 8)		\$ 451,693.23

Totals by Allowable Use Category	
1-Technology	\$ 8,814.15
2-Development of business or operational practices	\$ 45,753.98
3-HRSN Workforce development	\$ 363,125.10
4-Outreach and education	\$ 34,000.00
Budget request total:	\$ 451,693.23

EXHIBIT B**Oregon Health Authority Required Language
(Coordinated Care Organization – Community Capacity Building Subgrant)**

This Agreement is intended to specify the contracted work and reporting responsibilities, be in compliance with PacificSource Community Solutions' ("PCS") grant agreements with OHA related to Community Capacity Building and Oregon's 1115 Waiver (the "OHA Agreement") and incorporate the applicable provisions of the OHA Agreement. Vendor (also referred to as Subgrantee) shall ensure that any subcontract that it enters into for a portion or all of the work that is part of this Agreement shall comply with the requirements of this Exhibit. All references in the block parentheses below are to Exhibit B of the OHA Agreement. [Exhibit B, Section 15]

In the event that any provision contained in this Exhibit conflicts or creates an ambiguity with a provision in this Agreement, this Exhibit's provision will prevail. Capitalized terms not otherwise defined herein shall have the meaning set forth in the OHA Grant Agreement (defined below and collectively referred to herein as "the OHA Agreement"). The parties shall comply with all applicable federal, state and local laws, rules, regulations and restrictions, executive orders and ordinances, the OHA Agreement, OHA reporting tools/templates and all amendments thereto, and the Oregon Health Authority's ("OHA") instructions applicable to this Agreement, in the conduct of their obligations under this Agreement, including without limitation, where applicable:

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 1]
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 2]
3. **Independent Parties; Conflict of Interest.**
 - a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
 - b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government. [Exhibit B, Section 3]
4. **Ownership of Work Product.** Reserved. [Exhibit B, Section 6]

5. **Indemnity.** RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT. [Exhibit B, Section 7]

6. **Effect of Termination.** Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise. [Exhibit B, Section 9]

7. **Insurance.** Recipient shall maintain insurance as set forth in Exhibit C of the OHA Agreement, attached hereto. [Exhibit B, Section 10]

8. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final disbursement and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement. [Exhibit B, Section 11]

9. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time. [Exhibit B, Section 12]

10. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for nonbinding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 14]

11. **Subgrant.** Recipient shall not enter into any subgrants for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subgrant under this Agreement provisions to ensure that OHA will receive the benefit of subgrantee activity(ies) as if the subgrantee were the Recipient with respect to this Exhibit B. OHA's consent to any subgrant shall not relieve Recipient of any of its duties or obligations under this Agreement. [Exhibit B, Section 15] Note that for purposes of this Section 11, Recipient means the Vendor (also referred to as Subgrantee) and PCS shall manage any OHA approval or consent requirements.

12. **No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 16]

13. Vendor (also referred to as Subgrantee) acknowledges that it has received a copy of the current version of the OHA Agreement, with the exception of any financial information.

EXHIBIT C

Insurance Requirements

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Recipient.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

PROFESSIONAL LIABILITY:

Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense

requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Recipient’s primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient’s activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient’s activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Recipient or the Recipient’s insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient’s completion and Agency’s acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 calendar days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D**Federal Terms and Conditions**

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency. Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

- 5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- 6. Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified

at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. Debarment and Suspension. Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Pro-Children Act. Recipient shall comply and require all subcontractors to comply with the ProChildren Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. Medicaid Services. Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. Section 1396a(a)(68).

11. Agency-based Voter Registration. If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosures.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- d. As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- e. Recipient shall make the disclosures required by this Section 12. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

- (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

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

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

15. Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

Contract Review Sheet

Purchase Order

IT-6895-25

Title: Pure Storage Maintenance Renewal

Contractor's Name: CDW Government LLC

Department: Information Technology Department

Contact: Cynthia Klein

Analyst: Sandra Fixsen

Phone #: _____

Term - Date From: January 30, 2026

Expires: January 29, 2029

Original Contract Amount: \$ 305,645.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 305,645.00 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# 2024056-1

Description of Services or Grant Award

Renewal of current 36-month subscription-based storage array. PO#941592.

Desired BOC Session Date: 12/3/2025 Contract should be in DocuSign by: 11/12/2025

Agenda Planning Date 11/20/2025 Printed packets due in Finance: 11/18/2025

Management Update 11/18/2025 BOC upload / Board Session email: 11/19/2025

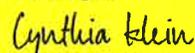
BOC Session Presenter(s) Steve Brooks Code: Y

REQUIRED APPROVALS

DocuSigned by:

 C5F72231E6F54E3... 11/4/2025

Finance - Contracts Date

DocuSigned by:

 F2EE890F750648D... 11/7/2025

Contract Specialist Date

Signed by:

 60C98A6F708240B... 11/5/2025

Legal Counsel Date

DocuSigned by:

 DC18351248DE4EC... 11/7/2025

Chief Administrative Officer Date

Contract Review Sheet

Purchase Order

940505 IT-6896-25

Title: ERP Contracted Staff

Contractor's Name: Robert Half International

Department: Information Technology Department

Contact: Cynthia Klein

Analyst: Sandra Fixsen

Phone #: 503-584-7796

Term - Date From: July 21, 2025

Expires: June 30, 2026

Original Contract Amount: \$ 79,129.50

Previous Amendments Amount: \$ -

Current Amendment: \$ 149,444.50

New Contract Total: \$ 228,574.00

Amd% 189%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# Department

Description of Services or Grant Award

Temporary Staffing Services to continue to support critical operational and project needs for IT.

Amendment#1 to Purchase Order #940505 adds \$149,444.50 to pay for Temporary Staffing Services through June 30, 2026.

Desired BOC Session Date: 12/3/2025

Contract should be in DocuSign by: 11/12/2025

Agenda Planning Date: 11/20/2025

Printed packets due in Finance: 11/18/2025

Management Update: 11/4/2025

BOC upload / Board Session email: 11/19/2025

BOC Session Presenter(s) Gary Christofferson

Code: Y

REQUIRED APPROVALS

DocuSigned by:

11/24/2025
 Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

Contract Review Sheet

Contract for Services

IT-6784-25

Title: ITSM and PPM Services

Contractor's Name: TeamDynamix

Department: Information Technology Department

Contact: Chalyce MacDonald

Analyst: Chalyce MacDonald

Phone #: (503) 584-4764

Term - Date From: December 4, 2025

Expires: December 3, 2030

Original Contract Amount: \$ 241,553.47

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 241,553.47

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# OMNIA39-20

Description of Services or Grant Award

IT Service Management (ITSM) and Project Portfolio Management (PPM) services.

Desired BOC Session Date: 12/3/2025

Contract should be in DocuSign by: 11/12/2025

Agenda Planning Date: _____

Printed packets due in Finance: 11/18/2025

Management Update: 12/2/2025

BOC upload / Board Session email: 11/19/2025

BOC Session Presenter(s) Gary Christofferson

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 2A951B9756514CE... 11/7/2025


 _____ Date

Finance - Contracts _____ Date

Contract Specialist _____ Date

Signed by:

 60C98A6E708240B... 11/12/2025

DocuSigned by:

 DC16351248DE4EC... 11/12/2025

Legal Counsel _____ Date

Chief Administrative Officer _____ Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 3, 2025

Department: Tax Office

Title: Property tax refund for KL LB Buy 1 LLC

Management Update/Work Session Date: _____ Audio/Visual aids

Time Required: 15 min. Contact: Austin Fowler, Tax Collector Phone: ext. 2244

Requested Action: Approve order authorizing property tax refund for KL LB Buy 1 LLC.

Issue, Description & Background: Taxpayer paid deferred taxes when it was not required to for account 355022 for the 2025-26 tax year. ORS 311.806(1) requires the county governing body to issue refunds in situations like this. The total amount of the refund due is \$56,607.30. The Board has delegated authority to issue tax refunds under \$20,000 to the tax collector; all others must go to the Board for approval. By statute, no interest is due on this refund.

Financial Impacts: The amount of the refund is \$56,607.30.

Impacts to Department & External Agencies: None, beyond the processing of the refund itself.

List of attachments: 1. Property tax petition for refund of KL LB Buy 1 LLC, with supporting documentation. 2. Board Order.

Presenter: Austin Fowler, Tax Collector

Department Head Signature: *Natasha McVey*

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of approving property)
tax refund as submitted by the)
Marion County Tax Collector.)

Order No.

This matter came before the Board of Commissioners upon the recommendation of the Marion County Tax Collector regarding a tax refund petition on account no. 355022, attached hereto and incorporated herein by this reference; and

WHEREAS, the Board finds that the petitioner has demonstrated that a tax refund is due in the amount as set forth on the petition; and

WHEREAS, the Board finds that the Marion County Tax Collector approved the refund as to the amount; and

WHEREAS, the Board finds that Marion County Legal Counsel has approved the refund as to legal form,

NOW, THEREFORE, IT IS HEREBY ORDERED that a refund be made to the petitioner on account no. 355022 in the amount indicated on the petition.

DATED this _____ day of _____ 20____.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



Tax Account: **355022**

MARION COUNTY BOARD OF COMMISSIONERS
C/O MARION COUNTY TAX COLLECTOR
PO BOX 2511
SALEM, OR 97308-2511

REFUND PETITION

PETITIONER: KL LB BUY 1 LLC
11807 NE 99TH ST
VANCOUVER WA 98682

Petitions the Board of County Commissioners for a refund under ORS 311.806 of taxes paid on Real property.

Tax Account	Tax Year	Tax Amount	Interest through N/A	Refund Amount
355022	2025-26	\$56,607.30	N/A	\$56,607.30

REASON FOR REFUND:

PAT LIAB WAS EXTENDED TO THE 2025-26 TAX ROLL IN ERROR. PER ORS 197 SINCE FARMING STOPPED WITHIN 5 YEARS AFTER ANNEXATION TO URBAN USE ZONE, DEFERRED TAXES ARE FORGIVEN. REFUND SPECIAL ASSESSMENT OF \$54,580.

Signed: See Attached File

Petition verified and refund recommended:

[Signature], Marion County Tax Collection Dept. Date 10/27/2025

Approved as to Form <u>[Signature]</u> 11/6/25 Legal Counsel

SUMMARY OF TAX ACCOUNT
MARION COUNTY TAX COLLECTOR
P.O. BOX 2511
SALEM, OR 97308
(503) 588-5215

27-Oct-2025

KL LB BUY 1 LLC
C/O LENNAR NORTHWEST LLC
11807 NE 99TH ST
VANCOUVER WA 98682

Tax Account #	355022	Lender Name	
Account Status	A	Lender ID	
Roll Type	Real	Property ID	03030 LEGACY 1-44122000
Situs Address	8708 PARR RD NE GERVAIS OR 97026	Interest To	Oct 27, 2025

Tax Summary

Tax Year	Total Due *	Taxes	Fees	Interest	Discount	Original Due	Due Date	Date Paid
2025	(\$58,244.72)	(\$58,244.72)	\$0.00	\$0.00	\$0.00	\$18,838.48	Nov 15, 2025	Oct 6, 2025
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,451.70	Nov 15, 2024	Nov 16, 2024
2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,096.21	Nov 15, 2023	Oct 5, 2023
2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,081.53	Nov 15, 2022	Nov 9, 2022
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,273.33	Nov 15, 2021	Nov 17, 2021
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,236.07	Nov 15, 2020	Nov 2, 2020
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,203.51	Nov 15, 2019	Oct 16, 2019
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,131.86	Nov 15, 2018	Dec 12, 2018
Total	(\$58,244.72)	(\$58,244.72)	\$0.00	\$0.00	\$0.00	\$44,312.69		

Minimum Payments
Due On 11/17/2025 \$0.00 2/17/2026 \$0.00 5/15/2026 \$0.00

* Taxes + Fees + Interest - Discount



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 3, 2025

Department: Legal Counsel

Title: First Reading of Marion County Code 1.25.220 Amendment

Management Update/Work Session Date: _____ Audio/Visual aids

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

Requested Action: First Reading of ordinance entitled "Marion County Code 1.25.220 Amendment"

Issue, Description & Background: These amendments support reasonable county code enforcement while preventing frivolous cases. Changes are intended to unambiguously confirm the longtime county understanding of the purpose of this county code provision.

Financial Impacts: Minimal

Impacts to Department & External Agencies: Minimal

List of attachments: Ordinance entitled "Marion County Code 1.25.220 Amendment"

Presenter: Steve Elzinga

Department Head Signature: Steve Elzinga Digitally signed by Steve Elzinga Date: 2025.11.13 16:17:33 -08'00'

may have occurred. County counsel shall notify the private citizen of said action within 14 days from the date the violation citation is presented to county counsel.

B. The private citizen, following notice by county counsel of county counsel's refusal to prosecute, may within 60 days of such notice bring an action pursuant to this article in the citizen's name against the alleged violator in the same manner and form as provided by this article. A private citizen may only file an action under this section if county counsel declines to serve any violation citation or to prosecute and county counsel also makes a determination that a violation may have occurred. Should the private citizen prevail against the violator, any fine imposed and special costs shall be awarded to the plaintiff private citizen.

C. Any time after a case is filed, including for any case pending as of the effective date of this ordinance, county counsel may take over prosecution of the alleged code violation and substitute Marion County in place of the citizen's name. Should county counsel, after taking over prosecution from a private citizen, prevail against the violator, any fine imposed and special costs shall still be awarded to the plaintiff private citizen who initiated the action.

SECTION 2. SEVERABILITY

Should any section or portion of this ordinance be held unlawful or unenforceable by any court of competent jurisdiction that decision shall apply only to the specific section, or portion thereof, directly specified in the decision. All other sections or portions of this ordinance shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE

This ordinance takes effect on the 90th day after its adoption.

Adopted this 17th day of December, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Recording Secretary



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 3, 2025

Department: Public Works

Title: Public Hearing for Solid Waste Collection Rate Changes

Management Update/Work Session Date: 09/24/2025 & 10/30/2025 Audio/Visual aids

Time Required: 15 minutes Contact: Cory Swartwout Phone: (503) 566-4160

Requested Action:
Conduct a public hearing in accordance with Marion County Code (MCC) 8.05.480 to consider recommended changes to municipal solid waste collection rates within unincorporated areas of Marion County.

Issue, Description & Background:
Public Works staff, with the assistance of Bell & Associates, Inc., have assessed cost of service analysis (COSA) data and an accompanying rate change request submitted by Marion County's seven franchise haulers. The proposed rates are reasonable and would result in projected return on investment (ROI) within the range specified in each franchise agreement.

Financial Impacts:
This may affect customers located in the unincorporated areas of Marion County.

Impacts to Department & External Agencies:
County facilities and external agencies located in unincorporated areas of Marion County will experience the same rate changes as other rural commercial municipal solid waste (MSW) customers.

List of attachments:
PowerPoint, Proposed MSW Rate Sheet, Board Order

Presenter:
Brian May

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.11.24 14:24:54 -08'00'

Marion County Approved Rates 01-01-25

Price Increase

Marion County Proposed Rates 01-01-26

UGB Rural Sparse

Urban Rural

UGB Rural Sparse

I. Residential Curbside - Monthly rate for weekly service. ~ see definitions

A) Type of Service

(without mixed organics)	\$19.30	\$31.80	\$36.20	2.20%	0.00%	\$19.70	\$31.80	\$36.20
20 gallon roll cart service	\$28.35	N/A	N/A	2.20%	0.00%	\$28.95	N/A	N/A
35 gallon roll cart service	\$31.15	\$32.70	\$37.05	2.20%	0.00%	\$31.85	\$32.70	\$37.05
65 gallon roll cart service	\$41.40	\$40.85	\$45.70	2.20%	0.00%	\$42.30	\$40.85	\$45.70
95 gallon roll cart service	\$48.65	\$49.75	\$54.00	2.20%	0.00%	\$49.70	\$49.75	\$54.00

B) Hardship Service [meeting criteria]

(without mixed organics)	\$20.85	\$33.00	\$37.40	2.20%	0.00%	\$21.30	\$33.00	\$37.40
20 gallon roll cart service	\$29.90	N/A	N/A	2.20%	0.00%	\$30.55	N/A	N/A
35 gallon roll cart service	\$32.75	\$33.90	\$38.20	2.20%	0.00%	\$33.45	\$33.90	\$38.20

C) Residential - Other Cart Charges

Occasional extra's - (35 gallon equl	\$6.00	\$5.95	\$6.75	2.20%	0.00%	\$6.15	\$5.95	\$6.75
Each additional garbage cart - Monthly rate for weekly service								
35 gallon roll cart	\$16.70	\$17.35	\$19.60	2.20%	0.00%	\$17.05	\$17.35	\$19.60
65 gallon roll cart	\$27.00	\$26.55	\$29.70	2.20%	0.00%	\$27.60	\$26.55	\$29.70
95 gallon roll cart	N/A	\$35.30	\$38.35	2.20%	0.00%	N/A	\$35.30	\$38.35
95 gallon mixed organics additional cart - with existing garbage service	\$9.85	N/A	N/A	2.20%	0.00%	\$10.05	N/A	N/A
95 gallon mixed organics - without existing garbage service								
UGB only up to 25% Food Waste	\$18.50	N/A	N/A	2.20%	0.00%	\$18.90	N/A	N/A
95 gallon mixed recycling - without existing garbage service	\$12.05	\$16.35	\$18.55	2.20%	0.00%	\$12.30	\$16.35	\$18.55
Residential on-call customer - 35 gallon cart	\$12.80	\$12.60	\$15.90	2.20%	0.00%	\$13.10	\$12.60	\$15.90
Premium service	\$8.90	\$14.25	\$14.25	2.20%	0.00%	\$9.10	\$14.25	\$14.25

II. Multi-Family & Mobile Home Parks Curbside - Monthly rate for weekly service. ~ see definitions

A) Type of Service

35 gallon roll cart service	\$20.95	\$27.00	\$30.20	2.20%	0.00%	\$21.40	\$27.00	\$30.20
65 gallon roll cart service	\$31.65	\$39.50	\$44.15	2.20%	0.00%	\$32.35	\$39.50	\$44.15

B) Multi-Family & Mobile Home Parks - Other Cart Charges

Occasional extra's - (35 gallon equivalent)	\$6.00	\$5.95	\$6.75	2.20%	0.00%	\$6.15	\$5.95	\$6.75
95 gallon mixed organics cart - (up to 25%) food waste, with regular service	\$18.50	N/A	N/A	2.20%	0.00%	\$18.90	N/A	N/A
35 gallon food waste cart	\$10.80	N/A	N/A	2.20%	0.00%	\$11.05	N/A	N/A
65 gallon food waste cart	\$16.60	N/A	N/A	2.20%	0.00%	\$16.95	N/A	N/A

95 gallon food waste cart	\$22.35	N/A	N/A	2.20%	0.00%	\$22.85	N/A	N/A
Premium service	\$8.15	\$14.25	\$14.25	2.20%	0.00%	\$8.35	\$14.25	\$14.25

III. Commercial Cart- Monthly rate for weekly service. ~ see definitions

A) Type of Service

35 gallon roll cart service	\$22.45	\$27.05	\$31.90	2.20%	0.00%	\$22.95	\$27.05	\$31.90
65 gallon roll cart service	\$35.55	\$40.70	\$42.80	2.20%	0.00%	\$36.35	\$40.70	\$42.80
95 gallon roll cart service	\$45.40	\$52.45	\$54.55	2.20%	0.00%	\$46.40	\$52.45	\$54.55

B) Commercial - Other Cart Charges

Each additional cart - (35 gallon equivalent)	\$12.80	\$12.10	\$13.00	2.20%	0.00%	\$13.10	\$12.10	\$13.00
Occasional extra's - (35 gallon equivalent)	\$8.25	\$7.00	\$7.40	2.20%	0.00%	\$8.45	\$7.00	\$7.40
95 gallon mixed organics cart - (up to 25%) food waste, with regular service	\$18.50	N/A	N/A	2.20%	0.00%	\$18.90	N/A	N/A
35 gallon food waste cart	\$10.80	N/A	N/A	2.20%	0.00%	\$11.05	N/A	N/A
65 gallon food waste cart	\$16.60	N/A	N/A	2.20%	0.00%	\$16.95	N/A	N/A
95 gallon food waste cart	\$22.35	N/A	N/A	2.20%	0.00%	\$22.85	N/A	N/A

IV. Cart Fees

Exchange Fee: Charge that applies if customer switches service which requires a receptacle to be picked up, redelivered or returned. i.e. Cart Cleaning or switching sizes

Single cart	\$22.30	\$29.70	\$47.50	2.20%	0.00%	\$22.80	\$29.70	\$47.50
Multiple carts	\$37.10	\$41.60	\$59.40	2.20%	0.00%	\$37.90	\$41.60	\$59.40

Delivery Fee: Charge that applies if established customer adds additional service. i.e. additional mixed organics cart during the summer.

Single cart	\$22.30	\$29.70	\$47.50	2.20%	0.00%	\$22.80	\$29.70	\$47.50
Multiple carts	\$37.10	\$41.60	\$59.40	2.20%	0.00%	\$37.90	\$41.60	\$59.40

Redelivery Fee: Charge that applies if customer becomes delinquent and carts are brought in and they want to resume service and have carts redelivered.

Single cart	\$22.30	\$29.70	\$47.50	2.20%	0.00%	\$22.80	\$29.70	\$47.50
Multiple carts	\$37.10	\$41.60	\$59.40	2.20%	0.00%	\$37.90	\$41.60	\$59.40

Each additional 95 gallon mixed recycling cart

Return trip charge	\$3.70	\$3.60	\$3.60	2.20%	0.00%	\$3.80	\$3.60	\$3.60
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Return trip charge	\$12.80	\$12.60	\$15.90	2.20%	0.00%	\$13.10	\$12.60	\$15.90
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Occasional extra's & overload - see special service rate
 Franchisee will not move rear-load container further than length of franchisee's vehicle, on hard, flat surface.

C) Compacted Material

Compactor and container must be compatible with collector equipment, and be in a safe and operable condition. Mechanically or manually compacted, altered or compacted and shredded waste is three (3) times the loose rate.

DROP BOX SERVICE

VI. Drop Box Service (All rates are plus disposal, demurrage charge, mileage, and rental where applicable)

A) Loose Material+

10 yard	\$164.00	\$164.00	\$164.00	3.60%	0.00%	\$170.00	\$164.00	\$164.00
20 yard	\$206.00	\$206.00	\$206.00	3.60%	0.00%	\$213.00	\$206.00	\$206.00
30 yard	\$206.00	\$206.00	\$206.00	3.60%	0.00%	\$213.00	\$206.00	\$206.00
40 yard	\$206.00	\$206.00	\$206.00	3.60%	0.00%	\$213.00	\$206.00	\$206.00
50 yard	\$206.00	\$206.00	\$206.00	3.60%	0.00%	\$213.00	\$206.00	\$206.00

Zone mileage is charged as follows:

Zone 1 - Salem UGB or 1 - 5 mile radius of ReSource = No Mileage charge

Zone 2+ - more than 5 air miles but less than 15 air miles from W-T-E-F = \$28.20 Mileage charge

\$67.00	\$67.00	\$67.00	3.60%	0.00%	\$69.00	\$67.00	\$67.00
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Zone 3+ - more than 15 air miles but less than 25 air miles from W-T-E-F = \$56.35 Mileage charge

\$87.00	\$87.00	\$87.00	3.60%	0.00%	\$90.00	\$87.00	\$87.00
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Zone 4+ - more than 25 air miles but less than 35 air miles from W-T-E-F = \$84.55 Mileage charge

\$108.00	\$108.00	\$108.00	3.60%	0.00%	\$112.00	\$108.00	\$108.00
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Zone 5+ - more than 35 air miles but less than 50 air miles from W-T-E-F = \$133.10 Mileage charge

\$155.00	\$155.00	\$155.00	3.60%	0.00%	\$161.00	\$155.00	\$155.00
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***ReSource Located in Brooks, Oregon

B) Compacted Units

Customer supplies the compactor and container.

Generator supplied compactor must be compatible and safe to use with collector equipment. Plus Mileage charge as shown above. Minimum charge is based on Twenty-five cubic yard. Includes 70 minute haul time, additional time at special service rate.

\$240.00	\$240.00	\$240.00	3.60%	0.00%	\$249.00	\$240.00	\$240.00
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- + \$7.70 per yard for each additional cubic yard above 25 yards.
- + Disposal cost multiplied by 1.03 plus zone mileage charge for compacted units

C) Disposal Fee

Solid Waste disposed of at an in-county approved facility - \$87.45 Per ton or \$13.00 Per Yard
 Solid Waste required to be disposed of at an out-of-county approved facility - See special service rate

D) Drop Box - Other Charges

Each additional 95 gallon mixed recycling cart	\$3.25	\$3.25	\$3.25	3.60%	0.00%	\$3.35	\$3.00	\$3.00
Rental per day after first 4-days (96hrs)	\$12.50	\$12.50	\$12.50	3.60%	0.00%	\$12.95	\$12.50	\$12.50
Monthly drop box rental	\$123.00	\$123.00	\$123.00	3.60%	0.00%	\$127.00	\$123.00	\$123.00
Delivery fee - occasional or first time user	\$37.45	\$37.45	\$37.45	3.60%	0.00%	\$38.80	\$37.45	\$37.45
Inaccessible drop box - see special service rate								

VII. **Special Services**

Collector will charge the reasonable cost of disposal. Charges are to be related to a similar schedule of fees where possible. All services are plus franchise fee and plus cost of disposal. If debris exceeds 10 yards, use of drop box is at collectors discretion.

A) Janitorial Services and Call Backs (per hour)

One person and one truck, portal to portal	\$152.90	\$152.90	\$152.90	3.60%	0.00%	\$158.40	\$152.90	\$152.90
Two persons and one truck, portal to portal	\$208.50	\$208.50	\$208.50	3.60%	0.00%	\$216.00	\$208.50	\$208.50
B) Residential Medical Waste								
One gallon sharps container service (same day as garbage collection service)	\$20.75	\$20.75	\$20.75	3.60%	0.00%	\$21.50	\$20.75	\$20.75

VIII. Commercial Medical Waste - Service Provided by Marion Environmental Services

A) Low Volume Generators 1-59 boxes per month

20 gallon box/bag	\$44.95	\$44.95	\$44.95	0.00%	0.00%	\$44.95	\$44.95	\$44.95
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
35 gallon box/bag	\$48.95	\$48.95	\$48.95	0.00%	0.00%	\$48.95	\$48.95	\$48.95
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A

B) High Volume Generators 60+ boxes per month

20 gallon box/bag	\$33.35	\$33.35	\$33.35	0.00%	0.00%	\$33.35	\$33.35	\$33.35
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
Salem Hospital - 20Gal - Collection/Disposal Only	\$26.65	\$26.65	\$26.65	0.00%	0.00%	\$26.65	\$26.65	\$26.65
35 gallon box/bag	\$37.35	\$37.35	\$37.35	0.00%	0.00%	\$37.35	\$37.35	\$37.35
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
Salem Hospital - 30Gal - Collection/Disposal Only	\$28.55	\$28.55	\$28.55	0.00%	0.00%	\$28.55	\$28.55	\$28.55

IX. DEFINITIONS

A) Accessible

Cart must be located in a single location with acceptable vehicle turning radius and adequate drive-up access. There must be no tree limbs adjacent to cart(s), and cart(s) must be accessible without manual movement.

B) Additional Carts

Each additional cart must be placed 4' apart side by side on day of collection or customer will be charged an individual cart rate.

C) Bankruptcy

Customers who have had bankruptcy shall provide one billing cycle advance payment on commercial and residential service. Payment is due at time of delivery of service for industrial service.

D) Cart Weight Limit

Maximum weights per cart: 20 gallon cart - 40 pounds, 35 gallon cart - 60 pounds, 65 gallon cart - 120 Pounds, 95 gallon cart - 180 Pounds

E) Charges

No franchised hauler shall charge a rate within the unincorporated areas of Marion County greater than that established by the Marion County Board of Commissioners. Where no rate has been established for a particular type of service, the Marion County Director of Public Works may establish an interim rate as provided under Ordinance 1309 as amended.

F) Collection Day

Carts shall be placed at curb prior to 6:00 a.m. on day of collection. Customers shall not place large items or overfill the cart such that the lid cannot be closed properly.

G) Commercial Cart Service

Applies to all cart service except single family, multi-family, and mobile home park residential service. The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. Customers having greater than five carts per week service must convert to container service. No mixed organics cart service

H) Compostable Material

Yard debris, food waste and soiled paper when source separated for composting but does not include food soiled paper containing plastic or any other material that inhibits controlled biological decomposition.

I) Damaged Carts

A fee will be assessed if customer places hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks, etc that damages the cart.

J) Food Waste

All waste from meats, fish, shellfish, grains, fruits and vegetables, which attends or results from storage, preparation, cooking, handling, selling or serving of food for human consumption. Includes, but is not limited to, excess, spoiled or unusable foods or dairy products, meats, fish, shellfish, grains, fruits, vegetables, breads and dough, incidental amounts of edible oils, and organic waste from food processing. Food waste does not include large amounts of oils and meats which are collected for rendering, fuel production or other reuse applications. Food waste does not include dead animals not intended for human consumption or animal excrement.

Includes paper products that have been in contact with food or food waste to the degree that they would not be able to be recycled into new paper products. Food soiled paper includes, but is not limited to, used paper table covers, used napkins, pizza boxes, coffee filters and waxy corrugated cardboard. Does not include unsoiled paper or cardboard products. Program is designed to include those multi family complexes that do not have access to the residential mixed organics program.

K) Hardship (Not at curb)

Hardship service is provided at residential households where no one in the household is physically capable of moving the container to the curb. The hauler may request verification from the individual's doctor. This service provided to 20-35 gallon service packages.

L) Janitorial & Call Back (per hour)

Collection of solid waste or recyclable materials that require additional handling by franchisee. i.e., removal from yard or building. This service may also include driver/truck time for additional mileage not previously included in established rates.

M) Mixed Organics

Mixed Organics (also known as mixed compostables) means the process where two or more types of compostable materials are collected together (i.e. not separated) in a combination allowed by Marion County.

N) Mixed Recycling

The process where two or more recyclable materials are collected together (i.e., not separated), in a combination allowed by Marion County.

O) Multi Family & Mobile Home Park Service

The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. Each multi family unit will be charged the regular residential service rate unless the landlord requests the following special option: Four or more residential dwelling units on the same property with service billed to and paid by the landlord or property owner and under one billing.

P) NSF& Interest Charges

Fee is based upon regulated allowance for such penalty.

Q) Premium Service

Additional charge per cart per month, weekly collection for collection at the house up to 300ft (if over 300ft special services: hourly fee applies). Carts must be accessible with clear & unobstructed access so hauler can operate automated equipment. Hauler may request damage waiver form.

R) Residential Service

The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. UGB Only also includes -1 95 gallon roll cart for mixed organics and 1 recycling basket for recycling. Charge will apply whether containers are completely full or less than full. Carts must be at the curb or street edge with clear and unobstructed access so hauler can operate automated equipment.

S) Cart Fees

Charge that applies if customer switches service which requires a cart/container to be picked up, redelivered or returned. i.e. Cart cleaning

T) Return Trip Charge

Fee will apply when a cart is blocked or not accessible at the time of service.

U) Late Fee (Service Interrupt Fee)

Flat fee will be charged after 60-days of non-payment.

V) Vacation Credit

There will be a pro-rated credit allowed on the regular monthly charge for service which is canceled for 3 consecutive weeks or more, when Hauler is notified in advance of vacation. No credit will be allowed for service which is canceled for less than 3 weeks. If a 3 week vacation occurs within a 5 week month, 1/2 month credit will be issued. Customer may receive credit no more than twice annually.

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

In the matter of considering adjustment)
of collection rates for haulers within the)
unincorporated areas of Marion County)

ORDER

This matter came before the Board of Commissioners at its regular scheduled public meeting of December 3, 2025, to consider updated collection rates for collection franchises within the unincorporated areas of Marion County.

WHEREAS, under Marion County Code section 8.05.480, the Marion County Board of Commissioners shall conduct a public hearing before any collection and disposal rates may be adjusted, following an investigation conducted by the Director of the Marion County Department of Public Works; and

WHEREAS, the Director of the Marion County Department of Public Works has conducted an investigation and recommends the adjustment of collection rates for solid waste haulers within the unincorporated areas of Marion County; and

WHEREAS, the Marion County Board of Commissioners has conducted a public hearing on December 3, 2025 and, after hearing all testimony and considering all evidence presented, concludes that collection rates for solid waste haulers within the unincorporated areas of Marion County should be adjusted; now, therefore

IT IS HEREBY ORDERED that the Board of Commissioners approves the adjustment of solid waste collection rates in the unincorporated areas of Marion County as described on Exhibit A attached hereto.

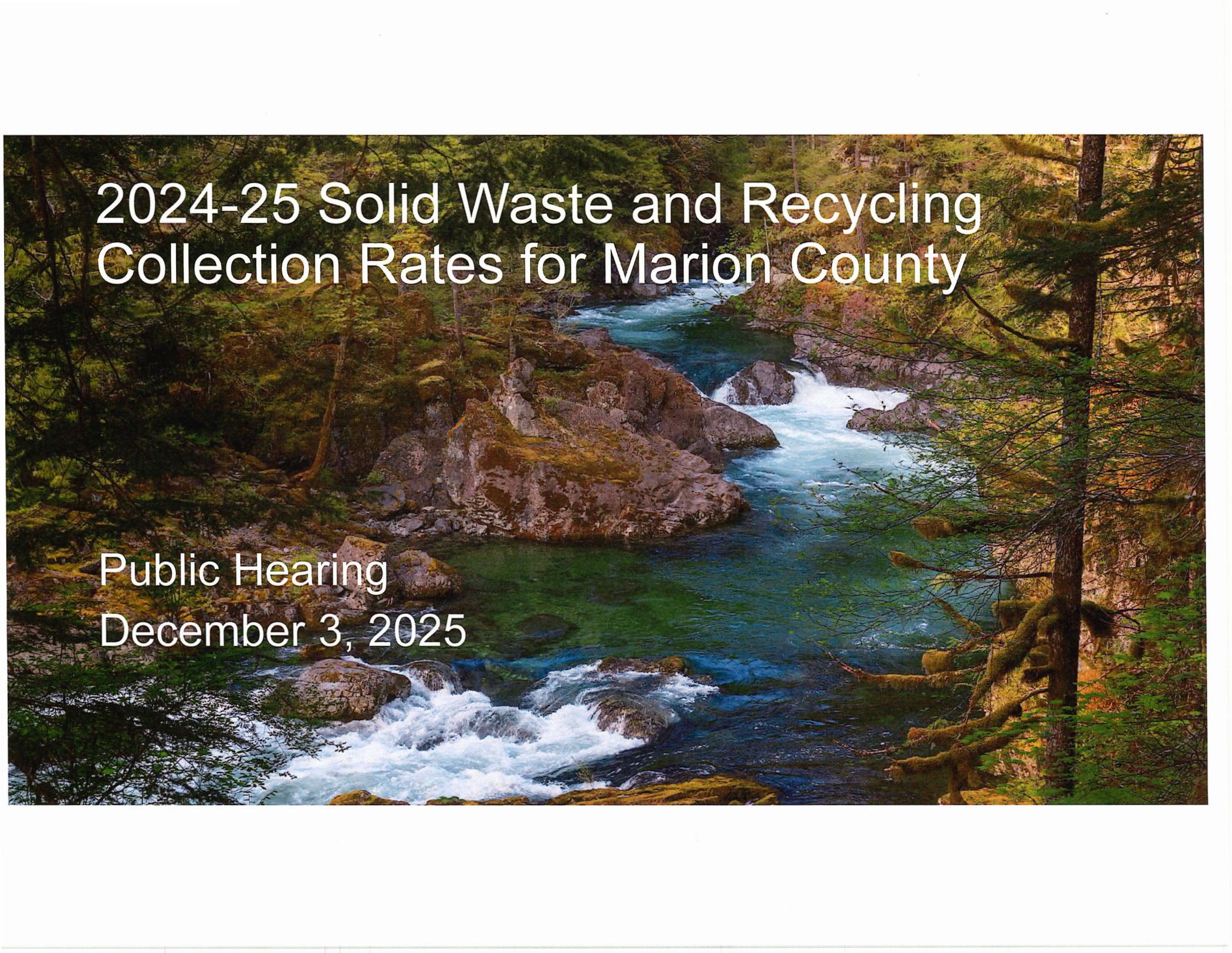
DATED at Salem, Oregon, this 3rd day of December, 2025.

MARION COUNTY
BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

A scenic photograph of a river with rapids flowing through a forested, rocky landscape. The water is a vibrant blue-green color, and the surrounding area is covered in dense green trees and mossy rocks. The text is overlaid on the upper portion of the image.

2024-25 Solid Waste and Recycling Collection Rates for Marion County

Public Hearing
December 3, 2025

Annual Cost of Service Analysis (COSA)

- Each of the 8 franchised haulers submits a standardized financial report of company operations in Marion County
- Each submitted report was reviewed by Chris Bell, CPA
 - Analyze and compare the reported customer counts to the collection hours
 - Use predictive tests of revenues and expenses
 - Compare costs between County operations and other cities / collection operations
 - Adjust the reported costs to calculate the cost for each service in the urban and rural regions of Marion County
- Financial Results are used calculate the cost of providing service

Medical Waste Rates

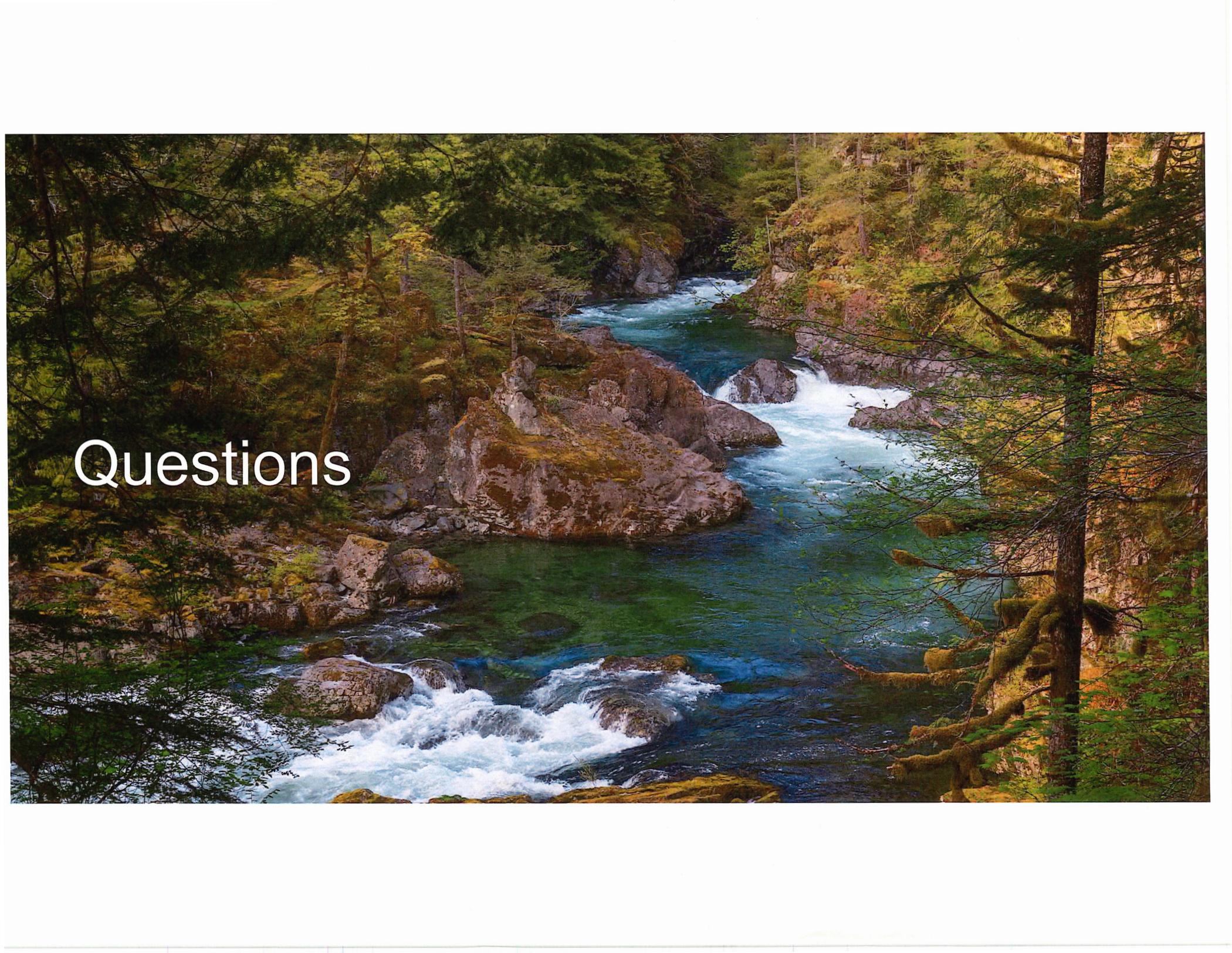
January 1, 2026

All Areas	Current Rate
20 Gallon Low Volume	\$ 44.95
35 Gallon Low Volume	\$ 48.95
20 Gallon High Volume	\$ 33.35
35 Gallon High Volume	\$ 37.35

Collection Rate Increases

January 1, 2026

	Residential Cart	Commercial Container	Industrial Drop Box
Urban	2.20%	1.60%	3.60%
Rural	0.00%	0.00%	0.00%

A scenic view of a river flowing through a forest. The river is characterized by several rapids and waterfalls, with white water cascading over rocks. The surrounding forest is dense with green trees, and the overall atmosphere is serene and natural. The word "Questions" is overlaid on the left side of the image in a white, sans-serif font.

Questions



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 3, 2025

Department: Public Works

Title: Public Hearing for Solid Waste Collection Rate Changes

Management Update/Work Session Date: 09/24/2025 & 10/30/2025 Audio/Visual aids

Time Required: 15 minutes Contact: Cory Swartwout Phone: (503) 566-4160

Requested Action:
Conduct a public hearing in accordance with Marion County Code (MCC) 8.05.480 to consider recommended changes to municipal solid waste collection rates within unincorporated areas of Marion County.

Issue, Description & Background:
Public Works staff, with the assistance of Bell & Associates, Inc., have assessed cost of service analysis (COSA) data and an accompanying rate change request submitted by Marion County's seven franchise haulers. The proposed rates are reasonable and would result in projected return on investment (ROI) within the range specified in each franchise agreement.

Financial Impacts:
This may affect customers located in the unincorporated areas of Marion County.

Impacts to Department & External Agencies:
County facilities and external agencies located in unincorporated areas of Marion County will experience the same rate changes as other rural commercial municipal solid waste (MSW) customers.

List of attachments:
PowerPoint, Proposed MSW Rate Sheet, Board Order

Presenter:
Brian May

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.11.24 14:24:54 -08'00'

Marion County Approved Rates 01-01-25

Price Increase

Marion County Proposed Rates 01-01-26

UGB Rural Sparse

Urban Rural

UGB Rural Sparse

I. Residential Curbside - Monthly rate for weekly service. ~ see definitions

A) Type of Service

(without mixed organics)	\$19.30	\$31.80	\$36.20	2.20%	0.00%	\$19.70	\$31.80	\$36.20
20 gallon roll cart service	\$28.35	N/A	N/A	2.20%	0.00%	\$28.95	N/A	N/A
35 gallon roll cart service	\$31.15	\$32.70	\$37.05	2.20%	0.00%	\$31.85	\$32.70	\$37.05
65 gallon roll cart service	\$41.40	\$40.85	\$45.70	2.20%	0.00%	\$42.30	\$40.85	\$45.70
95 gallon roll cart service	\$48.65	\$49.75	\$54.00	2.20%	0.00%	\$49.70	\$49.75	\$54.00

B) Hardship Service [meeting criteria]

(without mixed organics)	\$20.85	\$33.00	\$37.40	2.20%	0.00%	\$21.30	\$33.00	\$37.40
20 gallon roll cart service	\$29.90	N/A	N/A	2.20%	0.00%	\$30.55	N/A	N/A
35 gallon roll cart service	\$32.75	\$33.90	\$38.20	2.20%	0.00%	\$33.45	\$33.90	\$38.20

C) Residential - Other Cart Charges

Occasional extra's - (35 gallon equl	\$6.00	\$5.95	\$6.75	2.20%	0.00%	\$6.15	\$5.95	\$6.75
Each additional garbage cart - Monthly rate for weekly service								
35 gallon roll cart	\$16.70	\$17.35	\$19.60	2.20%	0.00%	\$17.05	\$17.35	\$19.60
65 gallon roll cart	\$27.00	\$26.55	\$29.70	2.20%	0.00%	\$27.60	\$26.55	\$29.70
95 gallon roll cart	N/A	\$35.30	\$38.35	2.20%	0.00%	N/A	\$35.30	\$38.35
95 gallon mixed organics additional cart - with existing garbage service	\$9.85	N/A	N/A	2.20%	0.00%	\$10.05	N/A	N/A
95 gallon mixed organics - without existing garbage service								
UGB only up to 25% Food Waste	\$18.50	N/A	N/A	2.20%	0.00%	\$18.90	N/A	N/A
95 gallon mixed recycling - without existing garbage service	\$12.05	\$16.35	\$18.55	2.20%	0.00%	\$12.30	\$16.35	\$18.55
Residential on-call customer - 35 gallon cart	\$12.80	\$12.60	\$15.90	2.20%	0.00%	\$13.10	\$12.60	\$15.90
Premium service	\$8.90	\$14.25	\$14.25	2.20%	0.00%	\$9.10	\$14.25	\$14.25

II. Multi-Family & Mobile Home Parks Curbside - Monthly rate for weekly service. ~ see definitions

A) Type of Service

35 gallon roll cart service	\$20.95	\$27.00	\$30.20	2.20%	0.00%	\$21.40	\$27.00	\$30.20
65 gallon roll cart service	\$31.65	\$39.50	\$44.15	2.20%	0.00%	\$32.35	\$39.50	\$44.15

B) Multi-Family & Mobile Home Parks - Other Cart Charges

Occasional extra's - (35 gallon equivalent)	\$6.00	\$5.95	\$6.75	2.20%	0.00%	\$6.15	\$5.95	\$6.75
95 gallon mixed organics cart - (up to 25%) food waste, with regular service	\$18.50	N/A	N/A	2.20%	0.00%	\$18.90	N/A	N/A
35 gallon food waste cart	\$10.80	N/A	N/A	2.20%	0.00%	\$11.05	N/A	N/A
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95 gallon food waste cart	\$22.35	N/A	N/A	2.20%	0.00%	\$22.85	N/A	N/A
Premium service	\$8.15	\$14.25	\$14.25	2.20%	0.00%	\$8.35	\$14.25	\$14.25

III. Commercial Cart- Monthly rate for weekly service. ~ see definitions

A) Type of Service

35 gallon roll cart service	\$22.45	\$27.05	\$31.90	2.20%	0.00%	\$22.95	\$27.05	\$31.90
65 gallon roll cart service	\$35.55	\$40.70	\$42.80	2.20%	0.00%	\$36.35	\$40.70	\$42.80
95 gallon roll cart service	\$45.40	\$52.45	\$54.55	2.20%	0.00%	\$46.40	\$52.45	\$54.55

B) Commercial - Other Cart Charges

Each additional cart - (35 gallon equivalent)	\$12.80	\$12.10	\$13.00	2.20%	0.00%	\$13.10	\$12.10	\$13.00
Occasional extra's - (35 gallon equivalent)	\$8.25	\$7.00	\$7.40	2.20%	0.00%	\$8.45	\$7.00	\$7.40
95 gallon mixed organics cart - (up to 25%) food waste, with regular service	\$18.50	N/A	N/A	2.20%	0.00%	\$18.90	N/A	N/A
35 gallon food waste cart	\$10.80	N/A	N/A	2.20%	0.00%	\$11.05	N/A	N/A
65 gallon food waste cart	\$16.60	N/A	N/A	2.20%	0.00%	\$16.95	N/A	N/A
95 gallon food waste cart	\$22.35	N/A	N/A	2.20%	0.00%	\$22.85	N/A	N/A

IV. Cart Fees

Exchange Fee: Charge that applies if customer switches service which requires a receptacle to be picked up, redelivered or returned. i.e. Cart Cleaning or switching sizes

Single cart	\$22.30	\$29.70	\$47.50	2.20%	0.00%	\$22.80	\$29.70	\$47.50
Multiple carts	\$37.10	\$41.60	\$59.40	2.20%	0.00%	\$37.90	\$41.60	\$59.40

Delivery Fee: Charge that applies if established customer adds additional service. i.e. additional mixed organics cart during the summer.

Single cart	\$22.30	\$29.70	\$47.50	2.20%	0.00%	\$22.80	\$29.70	\$47.50
Multiple carts	\$37.10	\$41.60	\$59.40	2.20%	0.00%	\$37.90	\$41.60	\$59.40

Redelivery Fee: Charge that applies if customer becomes delinquent and carts are brought in and they want to resume service and have carts redelivered.

Single cart	\$22.30	\$29.70	\$47.50	2.20%	0.00%	\$22.80	\$29.70	\$47.50
Multiple carts	\$37.10	\$41.60	\$59.40	2.20%	0.00%	\$37.90	\$41.60	\$59.40

Each additional 95 gallon mixed recycling cart

Return trip charge	\$3.70	\$3.60	\$3.60	2.20%	0.00%	\$3.80	\$3.60	\$3.60
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Return trip charge	\$12.80	\$12.60	\$15.90	2.20%	0.00%	\$13.10	\$12.60	\$15.90
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Occasional extra's & overload - see special service rate

Franchisee will not move rear-load container further than length of franchisee's vehicle, on hard, flat surface.

C) Compacted Material

Compactor and container must be compatible with collector equipment, and be in a safe and operable condition. Mechanically or manually compacted, altered or compacted and shredded waste is three (3) times the loose rate.

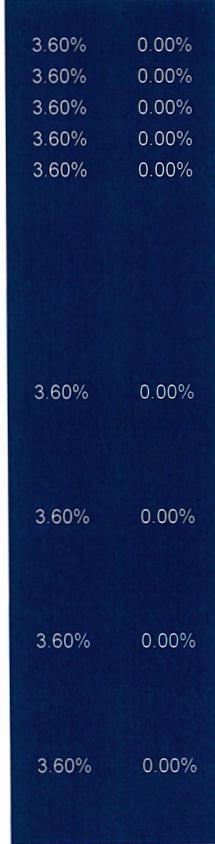


DROP BOX SERVICE

VI. Drop Box Service (All rates are plus disposal, demurrage charge, mileage, and rental where applicable)

A) Loose Material+

10 yard	\$164.00	\$164.00	\$164.00	3.60%	0.00%	\$170.00	\$164.00	\$164.00
20 yard	\$206.00	\$206.00	\$206.00	3.60%	0.00%	\$213.00	\$206.00	\$206.00
30 yard	\$206.00	\$206.00	\$206.00	3.60%	0.00%	\$213.00	\$206.00	\$206.00
40 yard	\$206.00	\$206.00	\$206.00	3.60%	0.00%	\$213.00	\$206.00	\$206.00
50 yard	\$206.00	\$206.00	\$206.00	3.60%	0.00%	\$213.00	\$206.00	\$206.00



Zone mileage is charged as follows:

Zone 1 - Salem UGB or 1 - 5 mile radius of ReSource = No Mileage charge

Zone 2+ - more than 5 air miles but less than 15 air miles from W-T-E-F = \$28.20 Mileage charge

\$67.00	\$67.00	\$67.00	3.60%	0.00%	\$69.00	\$67.00	\$67.00
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Zone 3+ - more than 15 air miles but less than 25 air miles from W-T-E-F = \$56.35 Mileage charge

\$87.00	\$87.00	\$87.00	3.60%	0.00%	\$90.00	\$87.00	\$87.00
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Zone 4+ - more than 25 air miles but less than 35 air miles from W-T-E-F = \$84.55 Mileage charge

\$108.00	\$108.00	\$108.00	3.60%	0.00%	\$112.00	\$108.00	\$108.00
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Zone 5+ - more than 35 air miles but less than 50 air miles from W-T-E-F = \$133.10 Mileage charge

\$155.00	\$155.00	\$155.00	3.60%	0.00%	\$161.00	\$155.00	\$155.00
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***ReSource Located in Brooks, Oregon

B) Compacted Units

Customer supplies the compactor and container.

Generator supplied compactor must be compatible and safe to use with collector equipment. Plus Mileage charge as shown above. Minimum charge is based on Twenty-five cubic yard. Includes 70 minute haul time, additional time at special service rate.

\$240.00	\$240.00	\$240.00	3.60%	0.00%	\$249.00	\$240.00	\$240.00
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- + \$7.70 per yard for each additional cubic yard above 25 yards.
- + Disposal cost multiplied by 1.03 plus zone mileage charge for compacted units

C) Disposal Fee

Solid Waste disposed of at an in-county approved facility - \$87.45 Per ton or \$13.00 Per Yard
 Solid Waste required to be disposed of at an out-of-county approved facility - See special service rate

D) Drop Box - Other Charges

Each additional 95 gallon mixed recycling cart	\$3.25	\$3.25	\$3.25	3.60%	0.00%	\$3.35	\$3.00	\$3.00
Rental per day after first 4-days (96hrs)	\$12.50	\$12.50	\$12.50	3.60%	0.00%	\$12.95	\$12.50	\$12.50
Monthly drop box rental	\$123.00	\$123.00	\$123.00	3.60%	0.00%	\$127.00	\$123.00	\$123.00
Delivery fee - occasional or first time user	\$37.45	\$37.45	\$37.45	3.60%	0.00%	\$38.80	\$37.45	\$37.45
Inaccessible drop box - see special service rate								

VII. Special Services

Collector will charge the reasonable cost of disposal. Charges are to be related to a similar schedule of fees where possible. All services are plus franchise fee and plus cost of disposal. If debris exceeds 10 yards, use of drop box is at collectors discretion.

A) Janitorial Services and Call Backs (per hour)

One person and one truck, portal to portal	\$152.90	\$152.90	\$152.90	3.60%	0.00%	\$158.40	\$152.90	\$152.90
Two persons and one truck, portal to portal	\$208.50	\$208.50	\$208.50	3.60%	0.00%	\$216.00	\$208.50	\$208.50
B) Residential Medical Waste								
One gallon sharps container service (same day as garbage collection service)	\$20.75	\$20.75	\$20.75	3.60%	0.00%	\$21.50	\$20.75	\$20.75

VIII. Commercial Medical Waste - Service Provided by Marion Environmental Services

A) Low Volume Generators 1-59 boxes per month

20 gallon box/bag	\$44.95	\$44.95	\$44.95	0.00%	0.00%	\$44.95	\$44.95	\$44.95
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
35 gallon box/bag	\$48.95	\$48.95	\$48.95	0.00%	0.00%	\$48.95	\$48.95	\$48.95
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A

B) High Volume Generators 60+ boxes per month

20 gallon box/bag	\$33.35	\$33.35	\$33.35	0.00%	0.00%	\$33.35	\$33.35	\$33.35
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
Salem Hospital - 20Gal - Collection/Disposal Only	\$26.65	\$26.65	\$26.65	0.00%	0.00%	\$26.65	\$26.65	\$26.65
35 gallon box/bag	\$37.35	\$37.35	\$37.35	0.00%	0.00%	\$37.35	\$37.35	\$37.35
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
Salem Hospital - 30Gal - Collection/Disposal Only	\$28.55	\$28.55	\$28.55	0.00%	0.00%	\$28.55	\$28.55	\$28.55

IX. DEFINITIONS

A) Accessible

Cart must be located in a single location with acceptable vehicle turning radius and adequate drive-up access. There must be no tree limbs adjacent to cart(s), and cart(s) must be accessible without manual movement.

B) Additional Carts

Each additional cart must be placed 4' apart side by side on day of collection or customer will be charged an individual cart rate.

C) Bankruptcy

Customers who have had bankruptcy shall provide one billing cycle advance payment on commercial and residential service. Payment is due at time of delivery of service for industrial service.

D) Cart Weight Limit

Maximum weights per cart: 20 gallon cart - 40 pounds, 35 gallon cart - 60 pounds, 65 gallon cart - 120 Pounds, 95 gallon cart - 180 Pounds

E) Charges

No franchised hauler shall charge a rate within the unincorporated areas of Marion County greater than that established by the Marion County Board of Commissioners. Where no rate has been established for a particular type of service, the Marion County Director of Public Works may establish an interim rate as provided under Ordinance 1309 as amended.

F) Collection Day

Carts shall be placed at curb prior to 6:00 a.m. on day of collection. Customers shall not place large items or overfill the cart such that the lid cannot be closed properly.

G) Commercial Cart Service

Applies to all cart service except single family, multi-family, and mobile home park residential service. The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. Customers having greater than five carts per week service must convert to container service. No mixed organics cart service

H) Compostable Material

Yard debris, food waste and soiled paper when source separated for composting but does not include food soiled paper containing plastic or any other material that inhibits controlled biological decomposition.

I) Damaged Carts

A fee will be assessed if customer places hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks, etc that damages the cart.

J) Food Waste

All waste from meats, fish, shellfish, grains, fruits and vegetables, which attends or results from storage, preparation, cooking, handling, selling or serving of food for human consumption. Includes, but is not limited to, excess, spoiled or unusable foods or dairy products, meats, fish, shellfish, grains, fruits, vegetables, breads and dough, incidental amounts of edible oils, and organic waste from food processing. Food waste does not include large amounts of oils and meats which are collected for rendering, fuel production or other reuse applications. Food waste does not include dead animals not intended for human consumption or animal excrement.

Includes paper products that have been in contact with food or food waste to the degree that they would not be able to be recycled into new paper products. Food soiled paper includes, but is not limited to, used paper table covers, used napkins, pizza boxes, coffee filters and waxy corrugated cardboard. Does not include unsoiled paper or cardboard products. Program is designed to include those multi family complexes that do not have access to the residential mixed organics program.

K) Hardship (Not at curb)

Hardship service is provided at residential households where no one in the household is physically capable of moving the container to the curb. The hauler may request verification from the individual's doctor. This service provided to 20-35 gallon service packages.

L) Janitorial & Call Back (per hour)

Collection of solid waste or recyclable materials that require additional handling by franchisee. i.e., removal from yard or building. This service may also include driver/truck time for additional mileage not previously included in established rates.

M) Mixed Organics

Mixed Organics (also known as mixed compostables) means the process where two or more types of compostable materials are collected together (i.e. not separated) in a combination allowed by Marion County.

N) Mixed Recycling

The process where two or more recyclable materials are collected together (i.e., not separated), in a combination allowed by Marion County.

O) Multi Family & Mobile Home Park Service

The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. Each multi family unit will be charged the regular residential service rate unless the landlord requests the following special option: Four or more residential dwelling units on the same property with service billed to and paid by the landlord or property owner and under one billing.

P) NSF& Interest Charges

Fee is based upon regulated allowance for such penalty.

Q) Premium Service

Additional charge per cart per month, weekly collection for collection at the house up to 300ft (if over 300ft special services: hourly fee applies). Carts must be accessible with clear & unobstructed access so hauler can operate automated equipment. Hauler may request damage waiver form.

R) Residential Service

The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. UGB Only also includes -1 95 gallon roll cart for mixed organics and 1 recycling basket for recycling. Charge will apply whether containers are completely full or less than full. Carts must be at the curb or street edge with clear and unobstructed access so hauler can operate automated equipment.

S) Cart Fees

Charge that applies if customer switches service which requires a cart/container to be picked up, redelivered or returned. i.e. Cart cleaning

T) Return Trip Charge

Fee will apply when a cart is blocked or not accessible at the time of service.

U) Late Fee (Service Interrupt Fee)

Flat fee will be charged after 60-days of non-payment.

V) Vacation Credit

There will be a pro-rated credit allowed on the regular monthly charge for service which is canceled for 3 consecutive weeks or more, when Hauler is notified in advance of vacation. No credit will be allowed for service which is canceled for less than 3 weeks. If a 3 week vacation occurs within a 5 week month, 1/2 month credit will be issued. Customer may receive credit no more than twice annually.

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

In the matter of considering adjustment)
of collection rates for haulers within the)
unincorporated areas of Marion County)

ORDER

This matter came before the Board of Commissioners at its regular scheduled public meeting of December 3, 2025, to consider updated collection rates for collection franchises within the unincorporated areas of Marion County.

WHEREAS, under Marion County Code section 8.05.480, the Marion County Board of Commissioners shall conduct a public hearing before any collection and disposal rates may be adjusted, following an investigation conducted by the Director of the Marion County Department of Public Works; and

WHEREAS, the Director of the Marion County Department of Public Works has conducted an investigation and recommends the adjustment of collection rates for solid waste haulers within the unincorporated areas of Marion County; and

WHEREAS, the Marion County Board of Commissioners has conducted a public hearing on December 3, 2025 and, after hearing all testimony and considering all evidence presented, concludes that collection rates for solid waste haulers within the unincorporated areas of Marion County should be adjusted; now, therefore

IT IS HEREBY ORDERED that the Board of Commissioners approves the adjustment of solid waste collection rates in the unincorporated areas of Marion County as described on Exhibit A attached hereto.

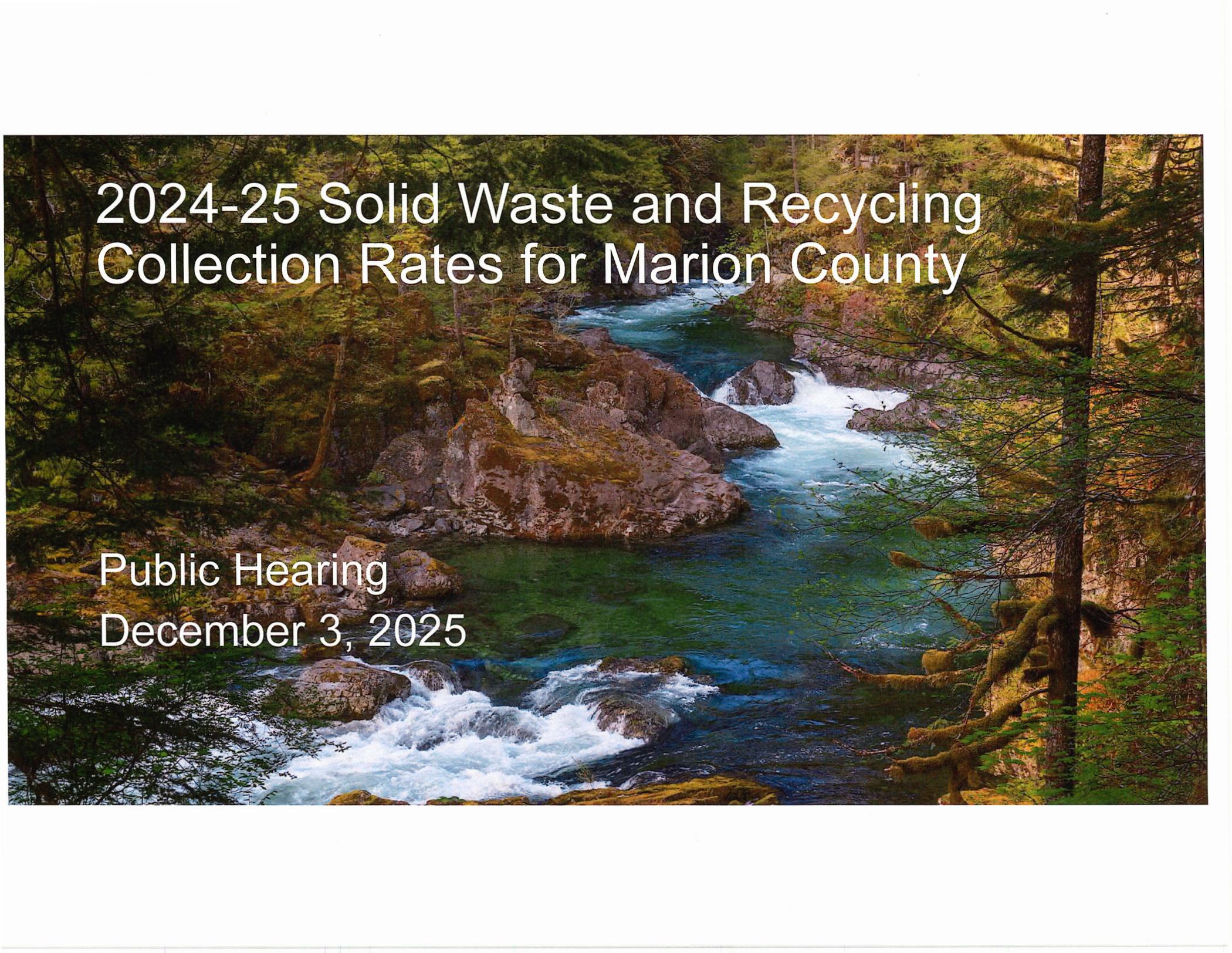
DATED at Salem, Oregon, this 3rd day of December, 2025.

MARION COUNTY
BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

A scenic photograph of a river with rapids flowing through a forested, rocky landscape. The water is a vibrant blue-green color, and the surrounding area is filled with lush green trees and moss-covered rocks. The text is overlaid on the upper portion of the image.

2024-25 Solid Waste and Recycling Collection Rates for Marion County

Public Hearing
December 3, 2025

Annual Cost of Service Analysis (COSA)

- Each of the 8 franchised haulers submits a standardized financial report of company operations in Marion County
- Each submitted report was reviewed by Chris Bell, CPA
 - Analyze and compare the reported customer counts to the collection hours
 - Use predictive tests of revenues and expenses
 - Compare costs between County operations and other cities / collection operations
 - Adjust the reported costs to calculate the cost for each service in the urban and rural regions of Marion County
- Financial Results are used calculate the cost of providing service

Medical Waste Rates

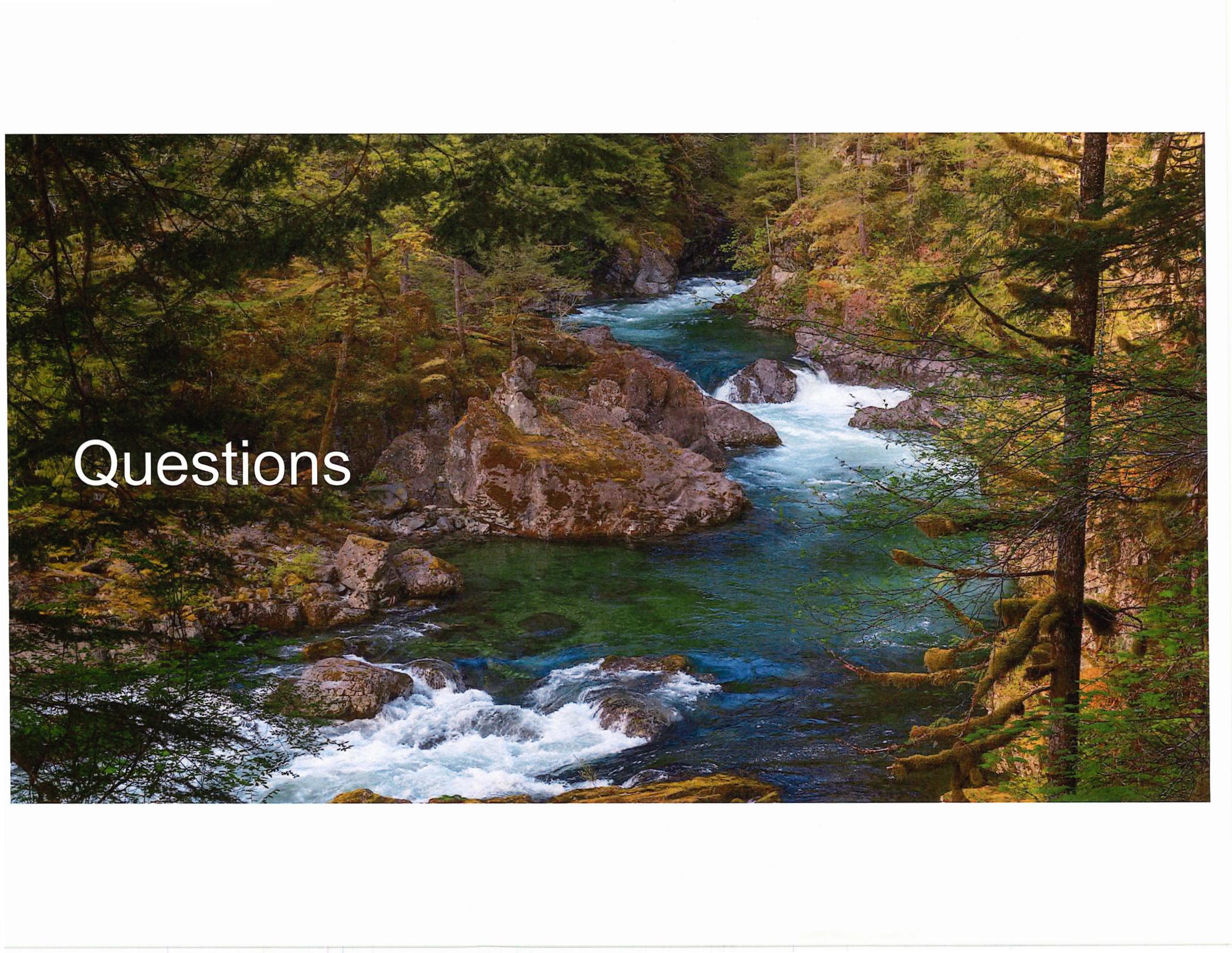
January 1, 2026

All Areas	Current Rate
20 Gallon Low Volume	\$ 44.95
35 Gallon Low Volume	\$ 48.95
20 Gallon High Volume	\$ 33.35
35 Gallon High Volume	\$ 37.35

Collection Rate Increases

January 1, 2026

	Residential Cart	Commercial Container	Industrial Drop Box
Urban	2.20%	1.60%	3.60%
Rural	0.00%	0.00%	0.00%



Questions