



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, April 7, 2021 at 9:00 A.M.

Members of the public and media are welcome to attend in person with social distancing
or via WebEx 1-408-418-9388; Access Code: 126 320 5412; Meeting Password: VFmR4z4PaM3

CONSENT AGENDA

(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)

1. Approve Minutes of March 16, 2021, March 23, 2021 and March 30, 2021 Work Session and March 17, 2021 Regular Court Meeting
2. Approve School Based Health Center Services with Mosaic Medical
3. Approve FAA's Airport Coronavirus Relief Grant Program
4. Approve Jefferson County Sharing Agreement for Dietician Services
5. Approve Amendment 4 with PBS Engineering
6. Approve ODOT STP Fund Exchange Agreement
7. Approve Repainting of Fairgrounds Building, Containers and Fence
8. Approve IGA with COIC for Administration of Special Transportation Funds – Amendment 3 to Extend Services
9. Approve 2021 IGA with Jefferson County for Onsite Sanitarian Services
10. Approve Staging Area/Material Storage Lease Agreement – Amendment 1
11. Approve FEMA/OEM COVID Grant Attachment
12. Approve Third Extension to Archives Roof Construction Contract
13. Approve Amendment 3 Professional Services Contract with Advantage Cleaning
14. Approve Contract with Wheelhouse NW for Bond Consultation
15. Approve Clerk Draw Down Account Service Agreement with Central Electric Coop
16. Approve Clerk Draw Down Account Service Agreement with Western Title and Escrow Co.
- 16A. Approve Action for Shaun Christofferson

SCHEDULED APPEARANCES

- | | |
|--|-------------------------------------|
| 17. Child Abuse Prevention Month Proclamation | Requester: Terra Tyger (10 Minutes) |
| 18. Request to Waive Landfill Fee's for Ochoco Creek Cleanup | Requester: Bonnie Allen (5 Minutes) |
| 19. Request to Waive Fairground Fee's | Requester: OHSRA (10 Minutes) |

DISCUSSION

20. Crook County Payment to Deschutes Public Library System
Requester: April Witteveen (10 Minutes)
21. Public Hearing: SECOND READING of Ordinance 323, Update Crook County's Zoning Code
Requester: Ann Beier (10 Minutes)



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- 22.** Quon Design and Communication Inc. Contract for Chronic Disease Prevention
Requester: Katie Plumb (5 Minutes)
- 23.** 2021 IGA 166039 for Financing Mental Health, Addiction Treatment, Recovery and
Prevention and Problem Gambling Services; and Amendment 1
Requester: Eric Blaine (10 Minutes)
- 24.** Order 2020-51, Sole Source Findings for Internet Connectivity Services and Indefeasible
Right to Use Agreement; Includes: Amendment 1 to PrineTIME Service Contract, Other
Department Services
Requester: Eric Blaine (5 Minutes)
- 25.** Bargain and Sale Deed to City of Prineville re Conveyance of 2 Strips of Land off Main Street
Requester: Eric Blaine (10 Minutes)
- 26.** Tri-County and City of Prineville IGA for Emergency Rental Assistance
Requester: Eric Blaine (5 Minutes)

EXECUTIVE SESSION

- 27.** ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by
the governing body to negotiate real property transactions

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

**The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.

Please also note that this file does not contain any materials scheduled to be discussed at an executive session or material the access to which maybe restricted under the terms of Oregon law.

If you are interested in obtaining additional copies of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

**CROOK COUNTY COURT MINUTES
OF MARCH 16, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on March 16, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Paralegal Regina Paul; Clerk Cheryl Seely; Deputy Director Katie Plumb; Accounting Manager Janet Pristiskutch; Facilities Manager Jeremy Thamert; Road Maser Bob O'Neal; Under Sheriff James Savage; Natural Resources Tim Deboodt; IT Director Troy Poncin; HR Director Kim Barber; Steve Forrester; Eric Klann and Casey Thomas.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

ADDITIONS/REMOVALS: None

Agenda Item #1, Covid-19 Update: Health Department Deputy Director Katie Plumb updated the Court on the Covid-19 vaccination clinic. Next week there will be thirty National Guard members volunteering at the vaccination clinic. On Monday's members of the Health Department go to the homes of community members who are home bound so they can receive Covid-19 vaccinations.

Agenda Item #2, Biomass Project: Steve Forrester and Eric Klann presented the Court with a 20-magawatt Biomass Power Plant project the City of Prineville has been working on and suggested the City and County work together moving forward. Mr. Klann discussed how the Biomass Project will contribute to the economy. The City of Prineville has secured two grants for this project but is still in need of funding for promotional purposes and requested the County match the City's contribution of \$25,000.

Agenda Item #3, Buck Creek Road at GI Ranch: Currently the GI Ranch renews the Buck Creek Road contract with the County every five years, the contract was renewed in June of 2020. The GI Ranch has sold a portion of the ranch affecting 5.1 miles of the Buck Creek Road. Casey Thomas requested the Buck Creek Road contract be amended to include the new owner. Eric Blaine will work with Mr. Thomas and the new owner of the sold portion of the GI Ranch in amending the current contract.

Agenda Item #4, Update on Legislative Bills: Clerk Cheryl Seely gave a brief update to the Court on new and proposed legislative bills that are affecting the County.

Agenda Item #5, Finalize OpenGov Template: Accounting Manager Janet Pristiskutch previewed the OpenGov budgeting template to the Court. Ms. Pristiskutch will be making finishing touches to the budgeting template, with the assistance of individual departments before it is available for the public to view.

Agenda Item #6, Facilities – Vehicle Purchas: Facilities Manager Jeremy Thamert had requested the Court approve the purchase of a Chevrolet vehicle at the March 9, 2021 Work Session but due to the vehicle being unavailable Mr. Thamert was unable to obtain this vehicle and request the Court approve the purchase of a 2021 F-150 Ford Pickup Truck.

MOTION to award the contract to Roberson as presenting the best value to the County. Motion seconded. No further discussion. Motion carried 3-0.

At 10:00 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

There being no further business before the Court, the meeting was **adjourned at 11:12 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MARCH 23, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on March 23, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Paralegal Regina Paul; Weed Master Kev Alexanian; Community Development Director Ann Beier; Deputy Director Katie Plumb; Road Master Bob O'Neal; HR Director Kim Barber; Library Director April Witteveen; Fairgrounds Manager Casey Daly and Debbie Wood.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

ADDITIONS/REMOVALS: None

Agenda Item #1, Covid-19 Update: The Health Department's Deputy Director Katie Plumb updated the Court on Covid-19 vaccinations. There are seven-hundred people registered for the vaccination clinic at the Fairgrounds today, members of the Army National Guard will be assisting. The Health Department has been able to vaccinate all community members who requested to be vaccinated and are home bound. The Health Department has submitted a request to the State to receive 1,900 doses of the vaccine per week, at this time no decision has been made.

Agenda Item #2, Title III Funded Weed Project: Weed Master Kev Alexanian requested the use of Title III, County Projects, Section 302 (1) funds to spray for Spotted Knapweed in a 350-acer area located in the upper portion of Juniper Canyon. Mr. Alexanian will be working with the Crooked River Cooperative Weed Management Area (CRWMA) and Crook County Weed Control (CCWC) on this project. Mr. Alexanian is requesting a sum of \$20,000 per year for four years from Title III funds. CRWMA and CCWC would each contribute \$10,000 per year to this project. This matter will be brought back before the Court ninety days after a public notice has been published in the Central Oregonian.

Agenda Item #3, Request to Purchas a New Vehicle for County Building Inspector: Community Development Director Ann Beier requested the Court approve the purchase of two vehicles from Roberson Ford. Community Development has a shortage of vehicles as three vehicles have recently broken down causing the inspectors to have to share vehicles.

MOTION to approve the award of two vehicles from Roberson Ford for \$27,925.13 each reflecting the best value to the County. Motion seconded. No further discussion. Motion carried 2-0.

Agenda Item #4, Fairgrounds – Paint Quotes: Fairgrounds Manager Casey Daly presented the Court with three quotes from local painting companies, to paint the outdoor arena and surrounding buildings. This project will be paid for from the Pape Machinery funds.

MOTION to accept Clearview Painting contract for Fairgrounds at \$48,750. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to allow Casey Daly to sign out of Court the contract for \$48,750 with Clearview Painting. Motion seconded. No further discussion. Motion carried 2-0.

At 9:27 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to direct staff to correspond with counter party as directed in the Executive Session. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 10:05 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MARCH 30, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on March 30, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Paralegal Regina Paul; Account Manager Janet Pritiskutch; Road Master Bob O'Neal; Deputy Director Katie Plumb; Clerk Cheryl Seely; HR Director Kim Barber; IT Director Troy Poncin; Library Director April Witteveen; Sheriff John Gautney; Treasurer Galen Carter and Senior Accountant Christine Kurtz.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

Agenda Item #1, Covid-19 Update: Deputy Director Katie Plumb updated the Court on the Health Department's vaccination clinic being held at the Fairgrounds on Tuesdays. The Health Department received the Johnson and Johnson Covid-19 vaccination, which only requires one vaccination, for today's clinic. Individuals forty-five and older or with chronic health conditions are currently eligible to be vaccinated.

Agenda Item #2, Internal Services Fees: Account Manager Janet Pritiskutch gave an overview to the Court of internal service fees. Ms. Pritiskutch discussed with the Court the departments who are paid an internal service fee and the methodology for determining the internal service fees. These fee determinations are needed for finalizing next years budget.

Agenda Item #3, Finance Services Performed for Special Districts: Account Manager Janet Pritiskutch discussed services provided by the Finance Department to special districts, along with the County's time and compensation for providing these services. Ms. Pritiskutch asked the Court to review these services and determine if the County should continue to provide them, if the services are continued new agreements will need to be put in place. The Court will continue to discuss this matter.

Agenda Item #4, Brasada Ranch Road Standards: Road Master Bob O'Neal asked for the Court's advice on how to proceed with Brasada Ranch road standards. An agreement with Brasada Ranch was previously put in place allowing Brasada Ranch's Road standards to differ from the County's road standards. Moving forward County Counsel will provide a letter approving Mr. O'Neal's signature on the Brasada Ranch Road plats.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 10:02 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MARCH 17, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on March 17, 2021, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; IT Director Troy Poncin; Human Resources Director Kim Barber; Road Master Bob O'Neal; Community Development Director Ann Beier; Under Sheriff James Savage; Accounting Manager Janet Pristiskutch; Natural Resources Tim Deboodt; Fairgrounds Manager Casey Daly; Senior Accountant Christine Krutz; Peggy Combs; Brandi Ebner; Jana VanAmburg and Pastor Mike Wilson.

REGULAR SESSION

The meeting was **called to order at 9:00 a.m.**

ADDITIONS/REMOVALS: None

MOTION to approve the Consent Agenda, with the deletion of item 9 and item 10 moved to discussion. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #12: Brandi Ebner requested the Court waive the fee of \$7,475 granting the Holiday Partnership to utilize the Carey Foster Hall for the month of December. This has been the practice of the County in years prior allowing the Holiday Partnership to gift members of the community food boxes, clothing and gifts.

MOTION to move to waive fees for the Carey Foster Hall in the amount of \$7,475 for the Holiday Partnership. Motion seconded. No further discussion. Motion carried 3-0.

Appearances / Item #13: Peggy Combs of John L. Scott Real Estate requested County Courts signatures on the partition dedication for Davis Loop. The Court had signed the dedication previously, but corrections have been made requiring new signatures.

MOTION to review and approve partition plat #217-20-00825. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #14: Road Master Bob O'Neal announced Albina as the successful bidder of the county chip seal oil purchase and application 2021 project with a bid of \$67,730 and \$250 per hour for the distributor.

MOTION to approve the contract with Albina for \$67,730 and up to \$15,000 for the distributor. The motion is to be signed outside of Court. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: IT Director Troy Poncin discussed the annual billing commitment CDW Contract under the Microsoft agreement. The contract had previously been approved by the Court however, CDW made an inadvertent error in the price quote and cannot honor the agreement due to the three-year commitment. The agreement has been revised with updated amounts in accordance with a three-year contract.

MOTION to approve CDW contract order #LXKH279 for \$40,495.86. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #16: IT Director Troy Poncin presented the Court with three quotes for Cohesity Clusters. Mr. Poncin requested the Court approve the SHI contract for the purchase of primary and secondary Cohesity Clusters that are necessary to protect servers, selected hosts and cloud resources.

MOTION to approve the SHI contract for \$89,274.94. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #17: Human Resources Director Kim Barber requested the Court approve the restructuring of the Building Department through the creation of an Assistant Building Official and a Senior Building Inspector with a fire, life and safety certification. Ms. Barber also requested Terry Weitman be promoted to Assistant Building Official.

MOTION to approve an Assistant Building Official position and promote Terry Weitman to Assistant Building Official. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to approve Senior Building Inspector position. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #18: IT Director Troy Poncin and County Counsel Eric Blaine updated the Court on current discussions with PrineTime regarding an operating agreement. Moving forward Mr. Blaine will finalize the agreement with PrineTime and bring it before the Court at a future date.

Discussion item #19: Community Development Director Ann Beier updated the Court on Ordinance 323 which involves administrative changes mainly affecting clarifying language. Judge Crawford opened a public hearing for the first reading of Ordinance 323 by title, an Ordinance amending Crook County code chapters 18.12, 18.124, 18.170 and 18.172 regarding editing code language for consistency with state law and removing incorrect citations. There being no discussion or objections the public hearing was closed. There will be a second reading of this Ordinance at the next County Court meeting.

MOTION to read Ordinance 323 by title only. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #20: County Counsel John Eisler presented the Court with the final district attorney medical examiner contract for Dr. Jana VanAmburg. Dr. VanAmburg will perform and oversee the investigations and certificates of death within Crook County. Dr. VanAmburg was in attendance and briefly discussed how the Crook County Medical Examiner's Office will run and her plans to employ medical assistance for death investigations.

MOTION to approve the district medical examiner contract. Motion seconded. No further discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:52 a.m.**

Respectfully submitted,

Amy Albert

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel's Office

DATE: March 16, 2021

RE: *Mosaic Medical – Amendment 5 to Contract for Personal Svcs*
Our File No.: Health 72(B)

Attached is Amendment 6 to the Contract with Mosaic Medical for School Based Health Center services. This Amendment continues the agreement for an additional year until March 31, 2022, and automatically renews thereafter for additional 1-year terms, with Crook County paying Mosaic the sum of \$650 per month for 12 months.

Muriel DeLaVergne-Brown recommends approval of the Amendment.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**AMENDMENT NO. 6 TO CONTRACT FOR PERSONAL SERVICES
SCHOOL-BASED HEALTH CENTER**

RECITALS

WHEREAS, on June 1, 2011, Crook County, a political subdivision of the State of Oregon, hereinafter "County," entered into a Contract for Personal Services (the "Contract") with Mosaic Medical, an Oregon Non-Profit corporation, hereinafter "Provider," to provide services for a School-Based Health Center; and

WHEREAS, said Contract renews for additional 1-year periods, commencing on April 1 of each year, unless it is otherwise terminated or modified as set forth in the Contract; and

WHEREAS, County and Provider desire to extend the duration of the Contract for an additional year (through March 31, 2022) on the following terms and conditions.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in the Contract, the parties agree as follows:

AGREEMENT

1. The above recitals are incorporated herein by reference.
2. County shall continue to pay Provider the sum of Six Hundred Fifty and no/100 Dollars (\$650.00) per month for expenses incurred in the operation and support of the School-Based Health Center.
3. This Agreement will renew for an additional 1-year term effective April 1, 2021. Thereafter, unless terminated according to the provisions of the Agreement, the Agreement will automatically renew for additional 1-year terms.
4. In all other respects, the Contract shall remain in full force and effect.

MOSAIC MEDICAL

CROOK COUNTY

By: megan haase
Megan Haase
Print Name

Its: CEO

Date: Mar 12, 2021

By: _____

Print Name

Its: _____

Date: _____

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 19, 2021

RE: FAA ACRGP Grant
Our File No.: Airport 47

Enclosed is a federal grant agreement through the FAA's Airport Coronavirus Relief Grant Program (ACRGP), in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA). The grant amount is for \$13,000, and the money can be used for airport costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens, and debt service payments.

Following our acceptance, the County will have four years to expend these funds. Acceptance of the grant obligates the County to adhere to the same sponsor assurances as prior FAA AIP grants, with some additional obligations related to the novel coronavirus pandemic.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM for approval.

Approved this ____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon, Washington

FAA SEA ADO
2200 S. 216th Street
Seattle Airports District
Office
Des Moines, WA 98198

CRRSA Transmittal Letter

March 16, 2021

Mr. Brian Barney,
4585 SW Airport Road
Prineville, OR, 97754

Dear Mr. Barney,

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-41-0051-019-2021 for Prineville Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 12, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. D. Ferrell", is positioned above the typed name.

Warren D. Ferrell
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 16, 2021

Airport/Planning Area Prineville Airport

ACRGP Grant Number 3-41-0051-019-2021

Unique Entity Identifier 055495964

TO: Crook County
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 12, 2021, for a grant of Federal funds at or associated with the Prineville Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Prineville Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Prineville incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of

debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:
 - \$13,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 12, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
- 12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 16. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
- 17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 16, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Warren Ferrell

(Typed Name)

Acting Manager, Seattle ADO.

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated March 16, 2021

Crook County

(Name of Sponsor)

Brian Barney

Brian Barney (Mar 16, 2021 12:52 PDT)

(Signature of Sponsor's Designative Official/Representative)

By: Brian Barney

(Type Name of Sponsor's Designative Official/Representative)

Title: Crook County Commissioner

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **Crook County**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 12, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: March 19, 2021

RE: *Jefferson County Sharing Agreement for Dietician Services*
Our File No.: Health 11(C)

Jefferson County has need for a dietician to assist with the operation of their WIC and public health responsibilities, and the Crook County Health Department is able to share the services of its employee. This IGA is modeled on the agreements that allow the counties to share structural code inspectors. Under its terms, Jefferson can ask that the Crook County dietician perform services on a schedule mutually acceptable, with Jefferson thereafter paying Crook an agreed-upon hourly rate. The dietician would remain a Crook County employee. Jefferson County has stated that they plan on approving this IGA at their meeting and, when fully executed, will remain in effect until terminated by one of the parties.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CROOK COUNTY AND JEFFERSON COUNTY**

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

WITNESSETH:

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

WHEREAS, both Jefferson and Crook find it beneficial to enter into this Agreement in order for the parties to share the services provided by a registered dietitian (RD), to be hired and supervised by Crook County;

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

1. EFFECTIVE DATE/DURATION

- 1.1. This Agreement is effective upon full execution.
- 1.2. This Agreement shall remain in effect until terminated in accordance with Section 2 of this Agreement.

2. TERMINATION

This Agreement may be terminated by either party upon 30 days written notice to the other party. Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of termination.

3. STATEMENT OF WORK

- 3.1 Crook agrees to:
 - 3.1.1. RD agrees to perform the professional services of a registered dietitian at the rate of \$35.63 for each hour of service.
 - 3.1.2. RD agrees to begin and complete work in accordance with County's needs of 16 hours per month.
 - 3.1.3. RD agrees to attend all required regional trainings and Agency WIC Nutritionist quarterly meetings in person or by phone. This is to

stay up to date with all new WIC policies and procedures. This activity is a requirement of being able to provide the WIC Nutritionist contracted work and considered the consultant's responsibility for WIC compliance.

- 3.1.4. RD agrees to follow WIC Policies and Procedures regarding nutrition risk assessment and education.
- 3.1.5. RD shall adhere to all federal, state, county, or local rules, ordinances and regulations with regard to registered dietitian services.
- 3.1.6. Provide all services in accordance with a schedule approved by the parties – two days per month.
- 3.1.7. Provide monthly invoices for all hours worked and mileage to be reimbursed.
- 3.2. Jefferson agrees to:
 - 3.2.1. Submit timely requests for services providing as much advance notice as reasonably possible.
 - 3.2.2. Pay invoices received within 30 days of their receipt.

4. CONSIDERATION

- 4.1. Jefferson shall pay Crook on a fee-for-service basis at the rate of the employee's fully weighted compensation, including wages and benefits at the time the services are rendered, plus vehicle mileage at the current rate designated by the Internal Revenue Service for tax purposes.
- 4.2. If the hours worked by a Crook employee for services performed under this Agreement exceeds 40 hours in a work week, Jefferson agrees to pay Crook for all hours worked by the employee in excess of 40 hours in a work week at the rate of 1 1/2 times the hourly rate being paid to Crook for the services of the employee performing the services.
- 4.3. For the work to be performed under this agreement, Jefferson's performance of its obligations hereunder is conditioned upon Crook's compliance with the provisions of the Oregon Health Authority WIC Program which are incorporated herein by this reference as well as Crook's compliance with all applicable program rules.
- 4.4. Payment for hours worked plus reimbursement for mileage shall be the complete compensation to Crook for services performed under this Agreement.

5. DELEGATION AND REPORTS

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

6. ASSIGNMENT

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

7. BINDING EFFECT

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

8. AGENCY AND PARTNERSHIP

8.1. It is agreed by and between the parties that Crook, upon request, is carrying out a function on behalf of Jefferson, and the requesting agency has the right of direction or control of the manner in which Crook delivers services under this Agreement and exercises control over the activities of the RD when providing agreed upon services. The RD will at all times be an employee of Crook. Crook will be responsible for all payroll taxes, employee benefits and workers' compensation.

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

9. INDEMNIFICATION

9.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Jefferson shall defend, save, hold harmless and indemnify Crook and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Jefferson or its officers, employees, contractors, or agents under this Agreement.

9.2. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Crook shall defend, save, hold harmless and indemnify Jefferson and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from

or arising out of, or relating to the activities of Crook or its officers, employees, contractors, or agents under this Agreement.

9.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party shall be liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

10. NON-DISCRIMINATION

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

11. ATTORNEY FEES

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

12. NO WAIVER OF CLAIMS

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

13. SEVERABILITY

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

14. HEADINGS

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

15. INCORPORATION OF RECITALS

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

16. APPLICABLE LAW

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

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

17.2. This Agreement may not be modified or amended except by a writing signed by both parties.

18. COUNTERPARTS

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

Approved:

JEFFERSON COUNTY BOARD OF
COMMISSIONERS

Mae Huston, Commissioner

Date _____

Wayne Fording, Commissioner

Date _____

Kelly Simmelink, Commissioner

Date _____

Approved:

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: April 7, 2021

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 17, 2021

RE: Amendment 4 with PBS Engineering
Our File No.: Landfill 99(A)

Enclosed is the Fourth Amendment to Professional Services Contract (Amendment 4) with PBS Engineering and Environmental Inc. for environmental consulting services so that the Landfill may fulfill its environmental monitoring requirements.

This Amendment 4 does not extend the duration of the contract, it simply updates the scope of services and compensation for the remainder of the contract term (through December 31, 2024).

Jeff Merwin recommends approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**FOURTH AMENDMENT
TO PROFESSIONAL SERVICES CONTRACT**

This Fourth Amendment to the Professional Services Contract (hereinafter "Amendment 4") is made and entered into this 7th day of April, 2021, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County") and PBS Engineering and Environmental Inc. (hereinafter "Contractor"), collectively the "Parties."

RECITALS

- A. County and Contractor are parties to a Professional Services Contract dated May 16, 2018, as amended, for services including environmental monitoring for the Crook County Landfill (hereinafter the "Contract").
- B. County's environmental monitoring needs are ongoing. The Parties wish to update the Contract to reflect the current requested scope of services and adjust the fee schedule.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. Additional Services. Contractor will continue to provide the services for the fees described on Exhibit A, attached to and made a part of this Amendment 4 (hereinafter the "Ongoing Services.")
- 2. Reaffirmation. Except as modified by this Amendment 4, all terms and conditions of the Contract and any prior amendments are reaffirmed and remain unmodified and in full force and effect.

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3. Counterparts. This Amendment 4 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective the date first set forth above.

For Contractor

PBS ENGINEERING AND
ENVIROMENTAL INC.

By: **Brenda Moore** Digitally signed by Brenda Moore
Date: 2021.03.16 14:09:46 -07'00'

Signature

Printed Name

Title: _____
Date: _____

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge
Date: 4/7/21

Jerry Brummer, County Commissioner
Date: 4/7/21

Brian Barney, County Commissioner
Date: 4/7/21

ATTACHMENT A

Cost Estimate for Crook County Landfill Environmental Services
Professional Services Contract dated 5/16/18 - Exhibit D, revised for 2021 labor and laboratory prices

| Item | Cost Estimate | PBS Phase & Task | 2021, 2024 Quote | 2022-2023 Quote |
|--|--|------------------|---------------------|--------------------|
| 1a | DEQ Split Sampling Semi-annual sampling and reporting (Spring) | P1, T1 | \$7,620 | |
| 1b | Semi-annual sampling and reporting (Spring) | P1, T1 | | \$6,820 |
| 2a | DEQ Split Sample GW and leachate sample analysis (Spring) | P1, T2 | \$3,950 | |
| 2b | GW and Leachate Sample Analysis (Spring) | P1, T2 | | \$1,590 |
| 3 | Annual sampling and reporting (Fall) | P2, T1 | \$10,100 | \$10,100 |
| 4 | Groundwater sample analysis (Fall) | P2, T1 | \$660 | \$660 |
| | Sub - Total GW Monitoring | | \$22,330 | \$19,170 |
| | Analysis of dissolved trace metals (up to per sample) | As Needed | \$130 | \$130 |
| 5 | Sub-Total LFG quarterly monitoring | P3 | \$2,400 | \$2,400 |
| Total Estimate per Year for 2021, 2024 (Items 1a, 2a, 3, 4, 5) | | | \$24,730 | |
| Total Estimate per Year for Years 2022-2023 (Items 1b, 2b, 3, 4, 5) | | | | \$21,570 |

Notes:

Due to COVID-19 the 2020 Split-Sampling Event for 2020 was rescheduled by DEQ Lab to 2021.
Spring Sampling Analysis: Assumes 3 GW samples + 1 Duplicate +1 Trip Blank for VOCs+ 2 leachate samples
Spring DEQ Split Sampling event includes Groups 1b, 2A, 2B and 3.
Fall Sampling Analysis: Assumes 3 GW samples + 1 Duplicate (No VOCs)
Based on 2021 Labor and Analytical Rates, subject to adjustment



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• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: March 22, 2021

RE: *ODOT STP Fund Exchange Agreement*
Our File No.: Road 322

The County has for many years maintained "fund exchange agreements" whereby the County pays to ODOT certain federal funds in exchange for additional state funding. The last few years' exchange rate has been 94 cents of state money for every dollar of federal money. The animating idea is that the federal money can be used for fewer activities, so the loss of funds is offset by the greater flexibility afforded by the state funds.

This year's iteration of the fund agreement has been significantly modified from prior versions. Those changes include:

- The exchange rate until 12.31.21 (functionally, 7 months or fewer, depending on when and whether the state decides to sign) will remain 94 cents / \$1.00. Thereafter, the exchange rate will drop to 90 cents / \$1.00 through the agreement's expiration on September 30, 2024. The state has provided no explanation for this change.
- ODOT has inserted new provisions applying to subcontractors, though only for those subcontractors engaged for "performance of this agreement."
- ODOT has inserted a unilateral indemnification paragraph. This new language requires the County as recipient to indemnify ODOT for "Intentional misconduct, or reckless or negligent acts or omissions" under this agreement. This addition sits rather awkwardly with the contribution language contained immediately thereafter, which the counties and state were supposed to have settled upon years ago but which is frequently being replaced by the state with unilateral indemnification provisions (exactly what the indemnification language was meant to replace). The pairing of those paragraphs here will mean that in the (admittedly, unlikely) event of a dispute involving a third party, the contribution language will afford more opportunities for ODOT to disclaim any duties to contribute.
- For the first-time, that the exclusive venue for any disputes under this agreement is in Marion County.
- Requires, for the first time, that the duty to perform any ADA compliance checks for County projects along State-owned facilities lies exclusively with the County. If there are no such County projects along State-owned facilities, this paragraph would not apply. There is a separate paragraph which disclaims any obligation by ODOT to review project plans or inspect projects for ADA compliance, even when the inspections are made on ODOT forms. This disclaimer is evidently motivated

by a 2019 lawsuit alleging ODOT failed for decades to comply with the ADA. ODOT has wanted the counties to assume these duties ever since.

- The state requires that the County request the distribution of the money on a specific state-drafted form. This form requires that the County certify that the money will only be used in accordance with Article IX, Section 3a, of the Oregon Constitution "Use of Revenue from Taxes on Motor Vehicle Use and Fuel." It also requires the County to specify the project and its location, including a description of the eligible activities and whether the project intersects, abuts, or crosses a state highway. The letter differs from prior iterations of the agreements, which included in the recitals what projects were contemplated prior to the party's execution.
- Finally, unlike prior years' versions, this agreement does not specify the dollar value being exchanged. Rather, it merely states that "ODOT will exchange Recipient's annual allocation of [the Surface Transportation Block Grant] Funds for Grant funds. . . ." at the specified rates. Further, ODOT has added a provision that its obligations to provide the funds is contingent on ODOT deciding, in the exercise of its reasonable discretion, that it does not have the money to distribute the money required under this agreement.

Bob O'Neal has reviewed the terms and, though considerably less favorable than the last several years' versions of the agreement, recommends approval.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**MASTER GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
FUND EXCHANGE PROGRAM (FEX)**

This Master Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation ("ODOT"), and **Crook County**, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall be from January 1, 2021 to September 30, 2024 (the "Term").
2. **Agreement Documents.** This Agreement consists of this document and the following documents attached to this Agreement:

Exhibit A: **Recipient Requirements**
Exhibit B: **Subagreement Insurance Requirements**
Exhibit C: **Direct Deposit/ACH Credit Authorization**
Exhibit D: **Funding Request Letter template**

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

3. **Grant Funds.** Pursuant to the Federal-Aid Project Guidelines and Working Agreement among ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which Recipient may exchange Recipient's annual allocation of federal Surface Transportation Block Grant funds ("STBG Funds"). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the "Grant Funds." ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT's website in January of each year.
4. **Exchange Rate.** During the Term, ODOT will exchange Recipient's annual allocation of STBG Funds for Grant Funds at the following rates:
 - a. Ninety-four cents (\$0.94) in Grant Funds for one dollar (\$1.00) of STBG Funds until December 31, 2021.
 - b. Ninety cents (\$0.90) in Grant Funds for one dollar (\$1.00) of STBG Funds January 1, 2022 and after.

5. Eligible Projects and Costs.

- a. Use of Grant Funds.** Grant Funds may only be used for transportation projects that are State Highway Trust Fund eligible, that is, those that are consistent with Article IX, Section 3a, of the Oregon Constitution (each such State Highway Trust Fund eligible transportation project is referred to in this Agreement as a "Project"). Grant Funds may be used for all phases of a Project, including, but not limited to, preliminary engineering, right of way, utility relocation, and construction.
- b. Eligible Costs.** Recipient shall use Grant Funds only for its actual costs to deliver Projects consistent with the terms of this Agreement ("Eligible Costs").
 - i. Eligible Costs are actual costs of Recipient to the extent those costs are:**
 - A.** reasonable, necessary and directly used for a Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of a Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - ii. Eligible Costs can include the purchase of aggregate or equipment, provided that:**
 - A.** purchases or production of aggregate must be roadway-related and exclusively used for roadway work; and
 - B.** purchased equipment must be used exclusively for roadway purposes for the useful life of the equipment. Recipient shall clearly describe in the Funding Request, as that capitalized term is defined in Section 6.a., how it plans to use said equipment on roadways and for roadway purposes. In the event that the equipment is not used for roadway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient's non-roadway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.
 - iii. Eligible Costs do NOT include:**
 - A.** loans or grants to be made to third parties; or
 - B.** any expenditures incurred before the Effective Date or after the Availability Termination Date.

6. Grant Funds Distribution Process

- a.** To receive a distribution of Grant Funds during the Term, Recipient shall submit a funding request letter to the ODOT Contact for approval (a "Funding Request"). The Funding Request

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must be on Recipient letterhead and include all information set forth in the letter template attached as Exhibit D. If Recipient chooses not to request Grant Funds in a calendar year, the year's Grant Funds amount will accumulate ("bank") for Recipient's future use. ODOT's distribution of Grant Funds will be limited to Recipient's cumulative amount of Grant Funds available at the time a Funding Request is submitted. ODOT will not advance any Grant Funds based on anticipated future allocations of STBG Funds.

- b. Upon approving a Funding Request, ODOT will disburse the requested Grant Funds amount to Recipient via electronic funds transfer to the deposit account designated in Exhibit C.
 - c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misspent Funds") must be returned to ODOT. Recipient shall return all Misspent Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its

terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of this Agreement will remain, current on all applicable state and local taxes, fees and assessments.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or any Project funded by this Agreement, for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of this Agreement, and any transportation services rendered by Recipient. Without limiting the foregoing, ODOT may request, and Recipient shall provide, documentation of expenditures to confirm that Recipient uses Grant Funds only for State Highway Trust Fund eligible purposes. ODOT may also conduct on-site inspections of any Project funded under this Agreement to ensure that the Project is State Highway Trust Fund eligible.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or any Project funded by this Agreement for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

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- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of this Agreement.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

- b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that

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Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

- ii. For Projects that are on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
- iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

10. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - ii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written

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notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iii. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - iv. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that is no longer allowable or no longer eligible for funding under this Agreement; or
 - v. If a Project funded under this Agreement would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

- b. **Contribution.**

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- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Dispute Resolution.** 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 non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** ODOT 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **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 ODOT (or any other agency or department of the State of Oregon) 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 in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to implementation of Projects funded by this Agreement, including without limitation as described in Exhibit A. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

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- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the work, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing its work. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

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THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CROOK COUNTY, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed) Seth Crawford, Judge

Date _____

By _____
(Legally designated representative)

Name _____
(printed) Jerry Brummer, Commissioner

Date _____

By _____
(Legally designated representative)

Name _____
(printed) Brian Barney, Commissioner

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Bob O'Neal
1306 N Main St
Prineville, 97754
541-447-4644
Bob.Oneal@co.crook.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Statewide Investment Management Section Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program & Funding Services Manager

Name _____
(printed)

Date _____

ODOT Contact:

Shelley Bokor
555 13th Street NE
Salem, OR 97301
503-986-3621
shelley.a.bokor@odot.state.or.us

EXHIBIT A

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate all roadways and equipment funded by this Agreement upon completion and throughout the useful life at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of any roadway work is defined as seven (7) years from its completion date (the "Project Useful Life").
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities or equipment.
5. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of a Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At completion of a Project funded by this Agreement, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of a Project's completion and allow ODOT to inspect Project sidewalks, curb ramps, pedestrian-activated signals shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible located on or along a state highway prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. **Local Roads:** For portions of a Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring compliance with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect completed Projects to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of Projects funded by this Agreement. This includes, but is not limited to, Recipient ensuring that:

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- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If a Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

All Projects funded by this Agreement shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the program's investment meets the intent of the application and the program.

EXHIBIT B
Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by 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 ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. 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). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require compliance with these requirements in each of its subcontractor contracts.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



EXHIBIT C

DIRECT DEPOSIT/ACH CREDIT AUTHORIZATION

Type of Action: ☐ NEW ENROLLMENT ☐ CHANGE ☐ CANCEL

By selecting the Change box and completing the form with new account information, or by selecting the Cancel box, you revoke your previous authorization for direct deposit.

Payee Information:

LEGAL NAME OF PAYEE (used for tax reporting): _____

BUSINESS NAME (DBA name if different from above): _____

TAXPAYER IDENTIFICATION NUMBER (EIN OR SSN): _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Type of Bank Account:

☐ Checking account ☐ Savings account

Financial Institution Information (attach voided check or a letter from the bank confirming the account name, routing number, and account number):

FINANCIAL INSTITUTION NAME: _____

NAME(S) ON ACCOUNT: _____

ACCOUNT NUMBER: _____

ROUTING NUMBER: _____

FINANCIAL INSTITUTION ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Authorization:

I authorize the Oregon Department of Transportation (ODOT) to initiate electronic credits and, if necessary, adjusting debit entries to reverse erroneous electronic payments, to the account designated on this form. I certify that I am authorized to enter into this agreement as the account holder or on behalf of the account holder. I acknowledge that the origination of ACH transactions to the authorized account must comply with the provisions of the law of the State of Oregon and the United States.

International transaction certification – I certify that the entire amount of my direct deposit is NOT ultimately deposited into a financial institution outside the United States.

This authorization will remain in effect until ODOT receives written notification from Payee of its termination in such time and in such manner as to afford ODOT and the depository financial institution a reasonable opportunity to act on it. If Financial Institution information changes, Payee agrees to promptly submit to ODOT an updated Direct Deposit/ACH Credit Authorization.

ODOT/Recipient
Agreement No. 34786

AUTHORIZED NAME: _____
TITLE (if company account): _____
AUTHORIZED SIGNATURE: _____
DATE: _____ TELEPHONE NUMBER: _____

Mail the completed form and voided check or bank letter to:

ODOT Financial Services, MS #21
TEAMS Table Maintenance
355 Capitol St NE
Salem, OR 97301-3871 or
FAX to (503) 986-3907

If you have questions, please call us at (503) 986-4385.

731-0781 (11/2016)

ODOT/Recipient
Agreement No. 34786

EXHIBIT D

<LETTERHEAD WITH CITY/COUNTY, ADDRESS>

<DATE>

Oregon Department of Transportation
Program & Funding Services
ODOT Mill Creek Building
555 13th Street NE
Salem, OR 97301

To Whom it May Concern:

Pursuant to its Master Grant Agreement no. <IGA #> with ODOT, <CITY/COUNTY> requests its allocation of federal Surface Transportation Block Grant (STBG) funds to finance the following transportation project(s) eligible under Oregon Constitution Article IX, Section 3a (the "Project"):

<DESCRIPTION OF GAS TAX ELIGIBLE ACTIVITIES/LOCATION>

<CITY/COUNTY> hereby exchanges \$<FEDERAL AMOUNT> in STBG funds for state funds at a ratio of 94 **or 90** cents in state funds for each dollar of STBG funds exchanged. Accordingly, we request ODOT to disburse to <CITY/COUNTY> a total of \$<.94 **or .90** x FEDERAL AMOUNT> in state funds that <CITY/COUNTY> will use to finance the Project. <CITY/COUNTY>'s Vendor Number is <VENDOR #>.

By signing below, I certify that I am authorized to sign on behalf of the <CITY/COUNTY> and that the <CITY/COUNTY> will use the state funds received in accordance with the limitations of Oregon Constitution Article IX, Section 3a.

Please contact <NAME> at <PHONE NUMBER>, <EMAIL> if you have any questions or concerns regarding this request.

Sincerely,

<SIGNATURE>

<NAME>
<TITLE>
<EMAIL>

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court
FROM: County Counsel's Office
DATE: March 23, 2021
RE: *Repainting of Fairgrounds Buildings, Containers, and Fence - Quotes*
Our File No.: FG 1(A)

Fairgrounds Manager Casey Daly solicited three quotes from local painting contractors for painting of the Fairgrounds buildings, containers, and the white fence located on the Fairgrounds property.

The three bids are as follows:

| | |
|-------------------------------|--------------------------|
| Clearview Painting | \$48,750 |
| Blaine Noland Construction | \$69,750 |
| Full Moon Painting and Design | Declined – Job too Large |

Casey Daly recommends approval of Clearview Painting's bid as the lowest bidder and best value to the County.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

APPROVED as to Clearview Painting's bid this 7th day of April 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

CLEARVIEW PAINTING CCB# 183350
P.O. Box 1165, Prineville Oregon 97754
541-977-5010

Casey this is the bid to repaint the fairground buildings and containers plus the White fence.

Painting and preparation includes.

Scraping, sending on areas we're paint is flaking off from fence, metal walls, metal roof, and Anywhere we're paint is Fading off.

Then power wash all of the buildings that are to be painted.

put a coat of pill bond on the areas were the paint was scraped to help prevent more fading.

Building number one main building.

paint exterior wall plush paint the letters read again and or numbers.

same building interior wall paint from the last seat up to the ceiling only to match the same exterior color.

Same building paint 13 green beams and supports too much existing color.

Ticket booth to be painted same color to much main building color.

Bathroom to paint body and trim to much ticket booth.

Pain the two containers color to be Decide.

White fence on front of the bleachers to be painted to match the existing color.

West side building On which I believe is a bar we will painted the exterior walls ceiling and Roof.

the bathroom on the west side paint exterior walls and trim.

Note the materials are a Pro industrial Multi surface acrylic for all metal.

and for regular siding or brick walls is super paint.

For total price off \$48750 this price includes labor and materials.

Note this price does not include a lift that is needed to repaint the Beams on main building.

Thank you if you have any questions please feel free to call me at +541 977 5010

Blaine Noland Construction & Painting
PO Box 2268
Prineville, OR 97754
(541) 233-9619
blainenolandconstruction@yahoo.com



Estimate

ADDRESS

Casey Daly
Crook County Fairgrounds

ESTIMATE # 2160

DATE 03/17/2021

PHONE NUMBER

541-419-6706

DESCRIPTION

QTY RATE AMOUNT

Exterior Painting

Power wash, scrape and wire brush and loose paint, primer bare wood and caulk as needed.

Paint main building exterior
Scissor lift rental
Approx. 85 gallons of paint
Labor and materials approx. \$12,040

Main building entry
Approx. 5 gallons of DTM
Approx. 10 gallons of paint
Two coats on metal plus wood rails
Labor and materials approx. \$3,700

Main building interior back wall
Approx. 40 gallons of Bond Plex
Price is for one coat
Labor and materials approx. \$5,900

Main building steel beams and uprights
13 beams
26 uprights
Acquires a 40 foot boom lift
Approx. 10 gallons of primer
Approx. 35 gallons of DTM
Labor and materials approx. \$16,725

Bathroom front of main building
Approx. 15 gallons of paint
Labor and materials approx. \$3,035

Four small buildings front plus south side
Approx. 5 gallons on stain
Approx. 5 gallons of DTM

Thank You For Your Business!!!

DESCRIPTION**QTY RATE AMOUNT**

Labor and materials approx. \$2,900

Snack shack

Approx. 35 gallons of Super Paint

Approx. 15 gallons of primer

Approx. 25 gallons of Bond Plex

20 foot boom lift

Includes painting roof

Labor and materials approx. \$13,065

Bathroom by snack shack

Approx. 20 gallons of paint and primer

Labor and materials approx. \$4,135

Fence around north east side of main building

Approx. 30 gallons of primer

Approx. 40 gallons of paint

Labor and materials approx. \$8,250

Total labor and materials for all approx. \$69,750

By signing you agree that this is an estimate and
may change.

TOTAL

There is a 24% mark up for all materials that BNC
purchases.

A 50% down payment may be required and
payment in full is due upon completion of project.

Accepted By**Accepted Date**

Thank You For Your Business!!!

Full Moon Painting and Design
297 SE Fairview Street
Prineville Oregon 97754
541-977-7768

Contractor Passed on Job- Project to large.

Casey Daly
Crook County Fairgrounds Manager
1280 South Main Street
Prineville Oregon 97754
541.447.6575 P.
541.447.3225 F.
casey.daly@co.crook.or.us
www.crookcountyfairgrounds.com



CONFIDENTIALITY NOTICE - This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel's Office

DATE: March 23, 2021

RE: *IGA with COIC for Administration of Special Transportation Funds –
Amendment 3 to Extend Services*
Our File No.: Ct Contracts 226(i)

Attached is Amendment 3 to the Crook County Special Transportation Fund Administrative Support Services Intergovernmental Agreement that has been in effect since 2011. The attached Amendment 3 extends the IGA an additional 4 years, and also updates the County's contact information where notices are to be sent.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**AMENDMENT 3
To Crook County Special Transportation
Fund Administrative Support Services
Intergovernmental Agreement**

This Amendment 3 is entered into by and between Central Oregon Intergovernmental Council (hereinafter "COIC"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"); collectively, Contractor and County may be referred to as "the Parties."

RECITALS

WHEREAS, these recitals are hereby adopted as terms of the Agreement and not mere recitals; and

WHEREAS, the Parties executed the Agreement whereby COIC provides certain administrative and coordination support for the Crook County Transportation Advisory Committee (TAC), including the administration of funds and provision of technical assistance; and

WHEREAS, COIC and County are parties to that certain Intergovernmental Agreement (hereinafter "the Agreement") effective February 1, 2011, for the provision of services as more fully described in the Agreement; and

WHEREAS, on April 1, 2015, the Parties executed Amendment 1 to continue the Agreement four additional years to June 30, 2021; and

WHEREAS, on September 20, 2017, the Parties executed Amendment 2 to continue the Agreement four additional years to June 30, 2021, and to amend Article IV of the agreement regarding compensation for the services; and

WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment 3 an additional four years to June 30, 2026; and

WHEREAS, Crook County wishes to update Section V., Paragraph F of the 2011 Agreement to update Crook County's contact information where notices are required to be sent.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, COIC and County agree as follows:

Section One: The Recitals listed above are incorporated herein by reference and are not mere recitals.

Section Two: The duration of the Agreement is extended to June 30, 2026, unless sooner terminated according to its terms.

Section Three: Section V., Paragraph F of the 2011 Agreement is hereby amended to update Crook County's contact information where notices are required to be sent.

COUNTY:

Commissioner Jerry Brummer
300 NE Third Street
Prineville, OR 97754
Jerry.brummer@co.crook.or.us

Section Four: Except as amended by this Amendment 3, all other terms of the Agreement remain in full force and effect.

Section Five: This Amendment 3 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 3 effective July 1, 2021.

CONTRACTOR

COUNTY

COIC

Crook County Court

By: _____
Signature

Seth Crawford, County Judge

Print Name

Title

Jerry Brummer, County Commissioner

Date _____

Brian Barney, County Commissioner

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CROOK COUNTY AND JEFFERSON COUNTY**

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

WITNESSETH:

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

WHEREAS, both Jefferson and Crook find it beneficial to enter into this Agreement in order for Crook to provide inspection services for Jefferson and Jefferson to provide inspections services for Crook.

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

1. EFFECTIVE DATE/DURATION

- 1.1. This Agreement is effective upon full execution.
- 1.2. This Agreement shall remain in effect until terminated in accordance with Section 2 of this Agreement.

2. TERMINATION

This Agreement may be terminated by either party upon 30 days written notice to the other party. Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of termination.

3. STATEMENT OF WORK

3.1 Crook agrees to:

- 3.1.1. Provide onsite sanitarian services for onsite permit application review, site evaluations, pre-cover inspections and such other services as the parties may agree upon on behalf of and for the benefit of Jefferson County.
- 3.1.2. Provide all services in accordance with a schedule approved by the parties.

- 3.1.3. Provide monthly invoices for all hours worked and mileage to be reimbursed.
- 3.1.4. Submit timely requests for services providing as much advance notice as reasonably possible.
- 3.1.5. Pay invoices received within 30 days of their receipt.
- 3.2. Jefferson agrees to:
 - 3.2.1. Provide onsite sanitarian services for onsite permit application review, site evaluations, pre-cover inspections and such other services as the parties may agree upon on behalf of and for the benefit of Crook County.
 - 3.2.2. Provide all services in accordance with a schedule approved by the parties.
 - 3.2.3. Provide monthly invoices for all hours worked and mileage to be reimbursed.
 - 3.2.4. Submit timely requests for services providing as much advance notice as reasonably possible.
 - 3.2.5. Pay invoices received within 30 days of their receipt.

4. CONSIDERATION

- 4.1. Jefferson shall pay Crook on a fee-for-service basis at the rate of \$45.00 per hour plus vehicle mileage at the current rate designated by the Internal Revenue Service for tax purposes.
- 4.2. If the hours worked by a Crook employee for services performed under this Agreement exceeds 40 hours in a work week, Jefferson agrees to pay Crook for all hours worked by the employee in excess of 40 hours in a work week at the rate of 1 1/2 times the hourly rate being paid to Crook for the services of the employee performing the services.
- 4.3. For the work to be performed under this agreement, Jefferson's performance of its obligations hereunder is conditioned upon Crook's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference as well as Crook's compliance with all applicable State of Oregon Department of Environmental Quality rules and regulations.

- 4.4. Payment for hours worked plus reimbursement for mileage shall be the complete compensation to Crook for services performed under this Agreement.
- 4.5. Crook shall pay Jefferson on a fee-for-service basis at the rate of \$45.00 per hour plus vehicle mileage at the current rate designated by the Internal Revenue Service for tax purposes.
- 4.6. If the hours worked by a Jefferson employee for services performed under this Agreement exceeds 40 hours in a work week, Crook agrees to pay Jefferson for all hours worked by the employee in excess of 40 hours in a work week at the rate of 1 1/2 times the hourly rate being paid to Jefferson for the services of the employee performing the services.
- 4.7. For the work to be performed under this agreement, Crook's performance of its obligations hereunder is conditioned upon Jefferson's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference as well as Jefferson's compliance with all applicable State of Oregon Department of Environmental Quality rules and regulations.
- 4.8. Payment for hours worked plus reimbursement for mileage shall be the complete compensation to Jefferson for services performed under this Agreement.

5. DELEGATION AND REPORTS

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

6. ASSIGNMENT

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

7. BINDING EFFECT

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

8. AGENCY AND PARTNERSHIP

- 8.1. It is agreed by and between the parties that Crook or Jefferson, upon request, is carrying out a function on behalf of Crook or Jefferson, and the requesting agency has the right of direction or control of the manner in which Crook or Jefferson delivers services under this Agreement and exercises control over the activities of the sanitarian when providing agreed upon services.
- 8.2. Neither party is, by virtue of this Agreement, a partner or joint venture with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

9. INDEMNIFICATION

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

10. NON-DISCRIMINATION

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

11. ATTORNEY FEES

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

12. NO WAIVER OF CLAIMS

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

13. SEVERABILITY

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

14. HEADINGS

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

15. INCORPORATION OF RECITALS

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

16. APPLICABLE LAW

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

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

17.2. This Agreement may not be modified or amended except by a writing signed by both parties.

18. COUNTERPARTS

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

Approved:

JEFFERSON COUNTY BOARD OF
COMMISSIONERS

Kelly Simmelink, Commission Chair
Date _____

Wayne Fording, Commissioner
Date _____

Mae Huston, Commissioner
Date _____

Approved:

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: March 23, 2021

RE: Staging Area/Material Storage Lease Agreement – Amendment 1
Our File No.: Ct Contracts 272(A)

Attached is an Amendment 1 to extend the Lease Agreement between Crook County and Taylor Northwest for temporary use of approximately 7 acres of County property to be used as a staging area and material storage for the Facebook project. The County has two other similar agreements with Taylor NW for two 20-acre parcels for construction staging and material storage.

The terms of the lease are one year commencing on May 29, 2020, with Taylor having the right and option to renew the lease for four successive terms of 1-year each, provided the County receive written notice of Taylor's desire to renew at least 60 days prior to the date of termination. This Amendment is the first renewal leaving Taylor NW three more renewal options.

Taylor NW is responsible for the cost and installation of temporary fencing and a security gate. The rent for the leased premises is \$30,000 yearly, due upon execution, with subsequent payments due in December. If Taylor NW terminates the Lease before the next annual payment comes due, any prepaid rent will be retained by the County.

Please place this item on the Wednesday, April 7, 2021, County Court Consent agenda for approval and signatures.

**AMENDMENT NO. 1 TO LEASE AGREEMENT
Staging Area (7-acres)**

This Amendment No. 1 to Lease Agreement for a temporary Staging Area ("Amendment No. 1") is entered into this 30th day of May 2021, by and between Crook County, a political subdivision of the State of Oregon ("County"), and Taylor Northwest LLC, an Oregon limited liability company ("Taylor NW"), collectively, "the Parties."

RECITALS

A. WHEREAS, County and Taylor NW are parties to that certain Staging Area Lease Agreement (hereinafter "the Lease Agreement") dated May 29, 2020; and

B. WHEREAS, the Lease Agreement is set to expire on May 29, 2021; and

C. WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment 1.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, Taylor NW and County agree as follows:

Section One: The Recitals listed above are incorporated herein by reference.

Section Two: The duration of the Agreement is extended to May 29, 2022, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment 1, all other terms of the Agreement remain in full force and effect.

Section Four: This Amendment 1 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

///

///

IN WITNESS WHEREOF, Taylor NW and County have executed this
Amendment 1 effective May 30, 2021.

TAYLOR NW CONSTRUCTION, INC.

CROOK COUNTY

Business

Name: Taylor Northwest LLC

By: Chad Swindle Digitally signed by Chad Swindle
Date: 2021.03.23 13:46:29 -07'00'

Chad Swindle

Print Name

Its: VP - Construction Management

Date: 3/23/2021

Contractor's CCB #: 159999

Phone: 541-382-7887

18500 Bull Springs Rd

Address

Bend OR 97703

City

State

Zip

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: April 7, 2021

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 29, 2021

RE: FEMA/OEM COVID Grant Amendment
Our File No.: Ct. Contracts 280

Last year the County entered into a subrecipient agreement with Oregon's Office of Emergency Management (OEM) for FEMA funds to use for eligible costs and activities necessary for emergency protective measures taken in response to the coronavirus pandemic. The agreement may be terminated by OEM, but is set to terminate on June 30, 2027.

The original agreement contemplated a 75% federal/25% County cost share. Per a recent Presidential Directive, this simple amendment changes the cost allocation to 100% federal funds with no cost to the County for all work performed between January 20, 2020 through September 30, 2021. Subsequent to September 30, 2021, the cost allocation will revert back to 75%/25%.

There are no other changes to the original agreement with this amendment. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this ____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4499-DR-OR
AMENDMENT NO. 1

This is Amendment No. 1 ("Amendment") to the Agreement between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and Crook County, a political subdivision of the State of Oregon, hereinafter referred to as the "Subrecipient", effective as of February 02, 2021.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment.** The Contract is hereby amended as follows (unless otherwise indicated, new language is indicated by underlining and deleted language is italicized and bracketed):

a. Section 5.1 is added to the Agreement (after Section 5.0) as follows:

5.1 100 Percent Federal Cost Share through September 30, 2021

Notwithstanding the above, FEMA shall provide a 100 percent Federal cost share for all work eligible for assistance under Public Assistance Category B, pursuant to sections 403 (42 U.S.C. 5170b), 502 (42 U.S.C. 5192), and 503 (42 U.S.C. 5193) of the Stafford Act, performed from January 20, 2020, through September 30, 2021. For any eligible work performed after September 30, 2021, FEMA's federal cost share shall be 75 percent as set forth in Section 5.0 above.

3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Amendment as of the date and year written below.

Stan E. Thomas,
Alternate Governors Authorized Representative
Office of Emergency Management
Date:

Subrecipient Signature
Printed Name: Seth Crawford
Title: Crook County Judge
Date: April, 7, 2021

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

NAME
Assistant Attorney General

Federal Tax ID No. (TIN): 93-6002290

DATE:

Organization: Crook County

Oregon Emergency Management
P. O. Box 14370
Salem, OR 97309-5062

Address: 300 NE Third St., Prineville, OR 97754

Phone: 541-447-6555

CFDA: 97-036

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 29, 2021

RE: Third Extension to Archives Roof Construction Contract
Our File No.: Maintenance 36

Enclosed is a third extension to the construction contract with Umpqua Roofing Company, Inc to repair the archives building roof. Work on this project has been delayed because of a need for consistent warm weather (at or over 60 degrees). This third extension gives Umpqua until April 30, 2021 to complete the job. Umpqua has been advised that this is the final such extension the County is willing to grant.

Jeremy Thamert recommends its approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

THIRD EXTENSION TO CONSTRUCTION CONTRACT

This Third Extension to Construction Contract ("Third Extension") is entered into on the date last signed below and effective this 1st day of April 2021, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and Umpqua Roofing Company, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, on October 27, 2020, County and Contractor entered into a Construction Contract (the "Contract") for the Archives Building roof;

WHEREAS, the Contract has been extended two times prior;

WHEREAS, the services cannot be completed until there is a consistent period of weather exceeding 60 degrees Fahrenheit; and

WHEREAS, County and Contractor desire to extend the term of the Construction Contract to complete full performance in accordance with all plans and specifications by April 30, 2021.

AGREEMENT


NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension Agreement agree as follows:

1. **Term.** Paragraph number 1.2.1 of the Construction Contract is hereby amended to extend the term to complete full performance in accordance with all plans and specifications to April 30, 2021.
2. **Reaffirmation of Construction Contract.** Except as modified by this Extension Agreement, all terms and conditions of the Construction Contract are reaffirmed and remain unmodified and in full force and effect.
3. **Counterparts.** This Third Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

In witness whereof, the parties have hereunto affixed their hands and seals the date hereinabove written.

For Contractor:

Umpqua Roofing Company, Inc.

By: 
Signature
Ben Tompkins
Print Name

Its: Vice President

Date 03/29/21

For County:

CROOK COUNTY COURT

Seth Crawford, County Judge
Date: 4-7-21

Jerry Brummer, County Commissioner
Date: 4-7-21

Brian Barney, County Commissioner
Date: 4-7-21

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: March 29, 2021

RE: *Amendment 3 to Professional Services Contract with Advantage Cleaning for Janitorial Services re Extension Office Only*
Our File No.: Maintenance 26(D)

Advantage Cleaning is under contract with Crook County for janitorial services at the County Extension Office. Amendment 2 signed in May 2020 amended the duties to be performed at the Extension Office, adding and modifying the scope of services currently in place to include COVID 19 services.

The parties now desire to remove the COVID 19 services, and the attached Amendment 3 reflects the change in services and the deletion of payment for those services, and these changes have been agreed upon by both parties and Kim Herber recommends approval.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

AMENDMENT 3
To Professional Services Contract
(Extension Department Only)

This Amendment 3 is entered into by Lorie Dugger, f/k/a Lorie Guidry Dugger, d/b/a Advantage Cleaning (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). Contractor and County may collectively be referred to as "the Parties."

RECITALS

WHEREAS, Contractor and County are parties to that certain Professional Services Contracts (hereinafter "the Contract") effective July 1, 2019, for the provision of janitorial services at the Crook County Extension Office, 4-H Club, Clover Building, Fairgrounds Office, Treasurers Office, and Assessors Office; and

WHEREAS, the Contract has previously been amended effective July 1, 2020 ("Amendment 1") to extend the services an additional year and to update the scope of services re COVID-19 being performed at the Extension Office; and

WHEREAS, the Contract was further amended effective December 2, 2020 ("Amendment 2") to add and modify the scope of services currently in place at the Extension Office; and

WHEREAS, the Parties wish to further amend the Contract as described herein.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants contained below, Contractor and County agree as follows:

Section One: The Recitals listed above are incorporated herein by reference.

Section Two: The Scope of Services in Exhibit D is hereby amended to remove COVID-19 Services for the Extension Office as shown in the updated Exhibit D attached hereto.

Section Three: The Fee for Services in paragraph 4 of the Contract is hereby amended to read:

Fee for Services: Contractor's fee for the services identified on Exhibit D to this Agreement shall be:

- Extension Office (regular services): \$425.00 per month.
- 4-H Club/Clover Building (regular services): \$125.00 per month.
- 4-H Club/Clover Building (on-call services): \$17.00 per hour.
- Fairgrounds Office: \$225.00 per month.
- Treasurer/Assessor Building: \$380.00 per month.

Section Four: This Amendment 3 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding on the Parties as though they were an original of such signed document.

Section Five: Except as amended by this Amendment 3, all other terms of the Contract remain in full force and effect. Moreover, this Amendment 3 is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

IN WITNESS WHEREOF, the Parties have executed this Amendment 3 effective on the date when signed by both parties.

Agreed to this ____ day of _____, 2021.

Approved this ____ day of April 2021.

Lorie Dugger, d/b/a ADVANTAGE
CLEANING

CROOK COUNTY COURT

Lorie Dugger, Owner/Operator

Seth Crawford, County Judge

Address: PO Box 837
Prineville, OR 97754

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

EXHIBIT "D"

Scope of Services

Please note:

Certain County buildings and offices contain sensitive information protected by law from disclosure or unauthorized access. The County may ask for the completion of a background check and/or fingerprinting prior to execution of any contract for these security-sensitive offices.

The **standard cleaning services** to be performed for all locations (except the 4-H building and IT office in the Beaver Street building) are as follows:

- Empty trash cans, place trash in dumpster and reline trash cans.
- Vacuum all carpets and rugs.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and sanitize all counter tops, desk tops and phones.
- Dust window sills.
- Clean and disinfect all sinks, toilets, urinals, mirrors and drinking fountains; polish chrome fixtures.
- Stock soap, paper towels, toilet paper and seat covers.
- Clean inside glass doors and windows and interior & exterior entrance doors.
- Dust and polish all wood surfaces (handrails, wainscoting, benches, etc.).
- Spot clean and spray anti-static on carpets as necessary and damp mop carpet protectors.
- Notify department staff of any malfunctioning equipment (leaking faucets, etc.).
- Keep janitorial room clean and organized.

Contractor must always shut and lock office doors before leaving the work site.

In addition to the cleaning services specified above, additional services such as outside window washing and carpet cleaning may be requested by the Maintenance Department Supervisor and billed separately.

All cleaning supplies and most equipment¹ shall be supplied by the Contractor and approved by the Crook County Maintenance Department. Crook County will supply hand soap, paper towels, toilet paper, seat covers and trash can liners. Cleaning times must not disrupt County offices and business. Unless otherwise specified, locations requiring service five or six times per week must be cleaned by 8:00 a.m. each working day, Monday through Friday. Cleaning days will be arranged by location supervisor and Contractor following a contract award for locations requiring service less than five times per week.

The following buildings and offices have special requirements, *in addition* to those discussed above.

1. **Treasurer's/Assessor's Building:** 200 NE Second St., Prineville, OR 97754.

Cleaning daily:

- Empty out and clean office coffee pot carafe.
- Clean and put into counter drawer any utensils in sink basket.

¹ Vacuum and Floor Polisher: County shall supply industrial vacuum and floor polisher, noting in contract that County is responsible for replacement due to normal wear and tear, but Contractor would replace due to misuse of equipment. Maintenance will inspect equipment weekly.

Cleaning twice per week:

- Empty trash cans, place trash in dumpster and reline trash cans.
- Vacuum all carpets and rugs.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and sanitize all counter tops, desk tops and phones.
- Dust window sills.
- Clean and disinfect all sinks, toilets, urinals, mirrors and drinking fountains; polish chrome fixtures.
- Stock soap, paper towels, toilet paper and seat covers.
- Clean inside glass doors and windows and interior & exterior entrance Doors.
- Dust and polish all wood surfaces (handrails, wainscoting, benches).
- Spot clean and spray anti-static on carpets as necessary and damp mop carpet protectors.
- Notify department staff of any malfunctioning equipment (leaking faucets, etc.).
- Keep janitorial room clean and organized.

2. Extension Office: 498 SE Lynn Blvd., Prineville, OR 97754.

Regular Services, once weekly:

Wet wipe down inside and out/side office trash cans

Knock down all cobwebs

Wash kitchen sink areas

Dust all cupboards and shelves; wet wipe down file cabinets and chairs

Dust mop and wet mop all vinyl floors

Wet mop carpet protectors under desks

Vacuum all carpet including throw rugs (inside and outside)

Vacuum windowsills

Vacuum around all edges carpeted areas (twice monthly)

Wash/scrub all toilets and urinals, wet wipe down stalls (all sides), clean mirrors

Wash glass inside and out on front and back doors

Wet wipe down interior doors, wash dirt and marks off of walls

Pull out copy machine and other sliding furniture and sweep/mop or vacuum behind (twice monthly)

Sweep front and back porch, sweep sidewalks around building

Pick up paper and garbage in parking lot and around building (flower beds)

Stock soap, toilet paper, paper towels, seat covers and sanitary bags in all containers

Keep Office Manager updated on when to order cleaning supplies and paper products

~~COVID-19 Services, once weekly and with cleaning products recommended as effective against SARS-CoV-2. COVID-19 Services are intended to minimize the risks associated with the novel coronavirus, SARS-CoV-2, and are thus desired only while the threat of the COVID-19 disease remains. Said services may be terminated independently of the other services herein upon fourteen (14) days' prior written notice from the Extension Office, notwithstanding paragraph 28.~~

~~1. Clean, stock, and sanitize both of 2 restrooms~~

~~2. Sweep and wet mop both of 2 restrooms~~

~~3. Sanitize all common contact areas in the office, cafeteria, lobby spaces, and Extension employee desks if cleared for cleaning (Contractor is not move objects on the office desks)~~

- ~~4. Sanitize all telephone receivers and replace in phone cradle~~
- ~~5. Clean glass on entry doors inside and out~~

Twice Yearly:²

Wash windows inside and out twice (2) yearly
Dust/Vacuum mini blinds on all windows (2 yearly)
Clean glass in all wall pictures twice (2) yearly
Wash vinyl baseboard in entire office twice (2) yearly
Strip and wax vinyl floors in entire office twice (2) yearly
Vacuum all intake vents in ceiling

3. 4-H Building: 498 SE Lynn Blvd., Prineville, OR 97754.

4-H Building: The 4-H Building does NOT receive the standard cleaning services, but only receives the following.

- All garbage taken out and liners replaced.
- Toilets are cleaned in and around.
- Restrooms, sinks, and counters cleaned.
- Mirrors cleaned.
- Toilet paper replenished.
- Paper towels replenished (restrooms and kitchen).
- Sanitary napkin liners taken out and replaced.
- Window sills cleaned.
- Kitchen counters cleaned.
- All floors swept.
- All floors mopped.

Services are to be performed every other week. Further, County staff may call with two days' advance notice to schedule additional cleaning if building use is heavy. These additional cleaning services will be billed at an hourly rate, which are separate from the regular contract rate for non-additional services.

Questions about these specifications should be directed to Jeremy Thamert, County Facilities Manager, (541) 771-3048.

If the term of Amendment 3 is less than 9 months, these services need only be performed once yearly.

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 31, 2021

RE: *Contract with Wheelhouse NW for Bond Consultation*
Our File No.: Ct. Contracts 281(C)

Enclosed is a Personal Services Contract with Wheelhouse NW, LLC for strategic consulting, public engagement, and communications services regarding the bond(s) for the Justice Center. As Wheelhouse NW is a firm providing specialized, professional services in connection with a public bond campaign, this procurement is exempt from the Oregon Public Contracting Code under ORS 279A.025(q) and CCC 3.12.110.

The agreement is effective March 31, 2021 and runs through August 31, 2021. The agreement allows termination for convenience upon seven days' notice. The services provided include drafting a campaign outline, building an endorsement strategy, assessing the project budget, message development and more. Wheelhouse NW and its principal, Kevin Looper, have an exemplary record of successful bond campaigns.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

PERSONAL SERVICES CONTRACT

CONTRACTOR: Wheelhouse NW, LLC

ADDRESS: 510 SW 3rd Ave., Ste. 206 Portland OR 97204
Street Address City State Zip

PHONE NUMBER: 503-452-8900 EMAIL: kevin@wheelhousenw.com

This Personal Services Contract (Agreement) by and between Wheelhouse NW, LLC (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into effective the 31st day of March, 2021, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

RECITALS

WHEREAS, the County has spent significant time and resources evaluating whether to repair its current courthouse or invest in a new facility;

WHEREAS, it was determined County dollars would be better spent on a new Justice Center for the County's future;

WHEREAS, the total cost to the County to construct the new Justice Center is currently estimated at around \$36,000,000, which necessitates the passage of one or more bond measure elections;

WHEREAS, the County has invested significant time, resources, and money to provide the electors with the most accurate representation of the expense, design, and functionality of the Justice Center through such means as securing a location to build the Justice Center and soliciting and contracting with both architectural and construction management firms;

WHEREAS, the County requires assistance engaging with the electors so that their vote represents a fully informed decision;

WHEREAS, Contractor has substantial experience in research and message development services for public bond campaigns, as well as other significant election campaign experience;

WHEREAS, Contractor has expressed its availability and desire to assist County with its research and message development for the Justice Center bond campaign;

WHEREAS, early stakeholder outreach and public engagement is critical to a bond campaign's success;

WHEREAS, contracts entered into in connection with a public bond campaign are not subject to Oregon's Public Contracting Code under ORS 279A.025(q); and

WHEREAS, contracts for services performed as an independent contractor in a professional capacity, contracts for services as a consultant, and contracts for services of a specialized and research-oriented nature are personal service contracts and not public contracts for the purposes of ORS Chapters 279A, 279B, 279C and CCC 3.12 under Crook County Code 3.12.110.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. **PROJECT:** Contractor shall provide strategic consulting, public engagement, and communications services to the County regarding the November 2021 public bond election measure for the County's proposed Justice Center (the "Project"), as more thoroughly described in Exhibit D.
2. **DURATION:** This Agreement shall run from the date this Agreement is effective ("effective date") through August 31, 2021, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described in Exhibit D, attached hereto.
4. **FEE FOR SERVICES:** Contractor's fee for the services identified in Exhibit D to this Agreement shall be: TWELVE THOUSAND and no/100 Dollars (\$12,000.00) per month.
5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

Exhibit A: Required Terms for All Public Contracts
Exhibit B: Independent Contractor Status
Exhibit C: Protected Information
Exhibit D: Scope of Services
7. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.
8. **SUBMITTAL OF W-9 BEFORE PAYMENT:** Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.
9. **REIMBURSEMENT OF EXPENSES:** Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
10. **PAYMENT BY COUNTY:** Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
11. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to

the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.

12. **CONTRACTOR STATUS:** Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.

13. **CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS:** Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.

14. **TERMINATION:**

- 14.1. Either party may terminate this Agreement after giving seven days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the seven-day period after notice of intent to terminate without cause has been given;
- 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
- 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

15. **INSURANCE:**

- 15.1. **GENERAL INSURANCE:** Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or

services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

- 15.2. **WORKERS' COMPENSATION:** Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. **EVIDENCE OF INSURANCE COVERAGE:** Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.
- 15.3.1. **NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE:** The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is Contractor's responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
- 15.4. **EQUIPMENT AND MATERIAL:** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.5. **SUBCONTRACTOR:** The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 15.6. **EXCEPTION OR WAIVERS:** Any exception or waiver of these requirements shall be subject to review and approval from the County.

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16. GENERAL PROVISIONS:

- 16.1. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives
- 16.2. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 16.3. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part.
- 16.4. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 16.5. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 16.6. AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 16.7. NO ENCUMBRANCES: Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, 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.
- 16.8. NO AUTHORITY TO BIND CROOK COUNTY: Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
- 16.9. HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3rd Street, Prineville, OR 97754, attention "Legal Department."
- 16.10. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. SEVERABILITY: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be

affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- 16.12. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.13. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure
- 16.14. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.15. **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 16.16. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.17. **RIGHTS IN DATA:** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.
- 16.18. **ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT:** In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

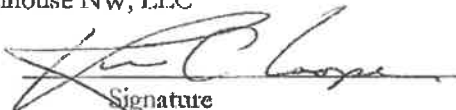
- 16.19. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.20. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.21. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 16.22. COUNTERPARTS: This Personal Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

For Contractor

Wheelhouse NW, LLC

By:


Signature
Kevin Looper
Printed Name

Title: Principal

Date: 3/30/2021

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

EXHIBIT A

REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

- 1.1. Contractor shall promptly, as due, make payment to:
 - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
 - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
 - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
 - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

2. EMPLOYEES:

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
 - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

3. OTHER PROVISIONS:

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B

INDEPENDENT CONTRACTOR STATUS

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT C

PROTECTED INFORMATION

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **"Protected Information"** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor's custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as "HIPAA"), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
12. **Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

EXHIBIT D
SCOPE OF SERVICES

| Services | Budget |
|--|--|
| <p>Strategic Consulting, WheelhouseNW:</p> <ul style="list-style-type: none"> ❖ Full engagement on public process structure, message development and advice on communications vehicles. ❖ Assess and design full project structure and budget ❖ Build fundraising & endorsement strategy ❖ Draft campaign outline, develop assets and help recruit key staff. <p>Public Engagement:</p> <ul style="list-style-type: none"> ❖ Guide the development of a public engagement strategy using official and unofficial validators to connect with key constituencies throughout the county. ❖ Determine necessary research metrics, benchmark and timeline goals. ❖ Guide outreach and stakeholder engagement strategy in advance of formal campaign <p>Communications:</p> <ul style="list-style-type: none"> ❖ Provide talking points at key project points ❖ Lead messenger delivery training ❖ Advise on earned media/public messaging ❖ Help develop supporting digital and print materials | <p style="text-align: right;">\$12,000/mo</p> |

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 30, 2021

RE: Clerk Draw Down Account with Central Electric Cooperative
Our File No.: Clerk 73

Enclosed is a service agreement between the County and Central Electric Cooperative, Inc. (CEC), in which the County will provide access to the Clerk's client portal. The County and CEC have been in a substantially similar agreement since 2015 that expired this March 18. This new agreement is basically an extension of what was in place.

Cheryl Seely recommends its approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this ____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

SERVICE AGREEMENT

This agreement entered into by and between the Crook County, a political subdivision of the State of Oregon (hereinafter "County") and Central Electric Cooperative, Inc. a domestic corporation, hereinafter "Subscriber" and effective March 19, 2021.

WITNESSETH

It is hereby agreed by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

Duration: The duration of this agreement shall be for one (1) year beginning on the effective date. This agreement shall automatically renew each year for a consecutive period of five (5) years, unless terminated or extended according to the provisions of this Agreement

1. **County's Responsibilities:** Crook County Clerk's Office will maintain a draw down account under Subscriber's name. Clerk's Office shall notify Subscriber when such account requires additional funds. Charges or rates for services provided by County in accordance with its Fee Schedule shall be withdrawn from said draw down account at the time of service. Subscriber authorizes County to automatically withdraw monies provided by Subscriber in the draw down account for each provided service. In the event the draw down account is depleted and payment is not received by County as set forth herein, services may be withheld until payment is received. If draw down account is inactive and not used for a period of 6 months, County shall terminate this contract and refund Subscriber the remaining monies held in the draw down account.
2. **Termination:** This contract may be terminated by either party with thirty (30) days written notice to the other party.
3. **Severability:** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be effected, 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.
4. **Modification:** This agreement is the entire agreement and any modifications must be in writing signed by both parties.
5. **Assignment:** Neither Subscriber nor County may assign this agreement without the prior written consent of the other.
6. **No Authority to Bind Crook County.** Subscriber has no authority to enter into contracts on behalf of Crook County. This Agreement does not create a partnership between the parties.
7. **Liability.** Each party is responsible for and agrees to hold each other harmless for all liability, losses, damages, costs, or expenses which arise out of the negligent act

or omission of that party while acting in the course of their involvement with this Agreement.

8. **Governing Law and Venue.** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
9. **Compliance with the Laws.** Subscriber agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.

Crook County

Seth Crawford, Crook County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

Read and Approved:

Cheryl Seely, Crook County Clerk

Date

Approved for Legal

John Eisler, Asst. County Counsel

Date

Subscriber

By: [Signature]

Its: President / CEO

Title: _____

Date: 3/29/21

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 30, 2021

RE: Clerk Draw Down Account with Western Title & Escrow Company
Our File No.: Clerk 73

Enclosed is a service agreement between the County and Western Title & Escrow Company (Western), in which the County will provide access to the Clerk's client portal. The County and Western have been in a substantially similar agreement since 2015 that expired this March 18. This new agreement is basically an extension of what was in place.

Cheryl Seely recommends its approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this ____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

SERVICE AGREEMENT

This agreement entered into by and between the Crook County, a political subdivision of the State of Oregon, hereinafter "County" and Western Title & Escrow Company, a domestic corporation, hereinafter "Subscriber" and effective March 19, 2021.

WITNESSETH

It is hereby agreed by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

Duration: The duration of this agreement shall be for one (1) year beginning on the effective date. This agreement shall automatically renew each year for a consecutive period of five (5) years, unless terminated or extended according to the provisions of this Agreement.

1. **County's Responsibilities:**

- a. **Client Portal to access Clerk's Recording Index and Images:** Subject to the terms of this agreement, County shall provide Subscriber with private login to a web-based Client Portal to access Clerk's Recording Index and Images.

2. **Subscriber's Responsibilities:**

- a. **Client Portal to Access Clerk's Recording Index and Images:** Subscriber shall pay County at a rate of \$500.00 per month. Payment shall be made in advance. Payment shall be made through a "draw down" account maintained by the Crook County Clerk's Office. Such account has already been set up and in use for recording. Clerk's Office shall notify Subscriber when such account requires additional funds. County is not responsible for data transmitted or loss of information over the wireless network. The County assumes no responsibility for the security and privacy of online transactions. Subscriber is also responsible for the security of its own devices and data.
- b. **Charges / Rates.** The charges or rates for services described in this agreement may be changed by County in accordance with its Fee Schedule. Subscriber shall receive at least 30 days written notice of any proposed change in rates prior to the effective date of such change. Subscriber authorizes County to automatically withdraw monies provided by Subscriber in the draw down account for each provided service above. Monies for daily FTP images will be withdrawn each day once the images are sent. Monies for Client Portal will be withdrawn on the first day of the month for services provided in that same month. In the event the draw

down account is depleted and payment is not received by County as set forth herein, services may be withheld until payment is received.

4. **Termination:** This contract may be terminated by either party with thirty (30) days written notice to the other party.

5. **Severability:** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be effected, 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.

6. **Modification:** This agreement is the entire agreement and any modifications must be in writing signed by both parties.

7. **Assignment:** Neither Subscriber nor County may assign this agreement without the prior written consent of the other.

8. **No Authority to Bind Crook County:** Subscriber has no authority to enter into contracts on behalf of Crook County. This Agreement does not create a partnership between the parties.

9. **Liability:** Each party is responsible for and agrees to hold each other harmless for all liability, losses, damages, costs, or expenses which arise out of the negligent act or omission of that party while acting in the course of their involvement with this Agreement.

10. **Governing Law and Venue:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.

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11. **Compliance with the Laws:** Subscriber agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.

Crook County

Subscriber

Seth Crawford, Crook County Judge

By: Sjohnna M. Barnes

Date: _____

Its: Authorized Representative

Jerry Brummer, County Commissioner

Title: Western Title-AVP Title Manager

Date: _____

Date: 3-23-2021

Brian Barney, County Commissioner

Date: _____

Read and Approved:

Cheryl Seely, Crook County Clerk

Date

3/29/2021

Approved for Legal

John Eisler, Asst. County Counsel

Date

3/30/2021



Crook County
Human Resources
 267 NE 2nd St, Ste 101
 Prineville, OR 97754
 541-416-3800

PERSONNEL ACTION FORM

| EMPLOYEE INFORMATION | | | | |
|---|--|--|---|--|
| Employee Name: (Last, First Name MI): Christofferson, Shawn | Employment Type: Full Time (30+ Hrs.) <input checked="" type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/> | Employment Status: Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/> | Employment Action: New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input checked="" type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO | Employment Classification: Exempt <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/> |
| Effective Date: 4/7/2021 | New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/> | | Replacement Position <input type="checkbox"/> Replaces: | |
| Position #: | Reason: Adjustment | | | |
| DETAIL | FROM (present status) | TO (new status) | | |
| FTE: (e.g. 1.0, .80) | 1.0 | 1.0 | | |
| Hours Per Day/Scheduled Days: | 8 | 8 | | |
| Dept./Office: | Assessors | Assessors | | |
| Position - Job Title: | Chief Deputy Appraiser | Chief Deputy Appraiser | | |
| Salary Grade/Step: | 125/6 | 125/9 | | |
| Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt): | 34.29 | 35.02 | | |
| Certification Pay/Per Pay Period: | | | | |
| License Required: <input type="checkbox"/> YES <input type="checkbox"/> NO | | Union Member: <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| Comments/Notes: | | | | |
| <div style="display: flex; justify-content: space-between;"> <div>Human Resources Signature _____</div> <div>Date _____</div> <div>Finance Signature _____</div> <div>Date _____</div> </div> | | | | |
| <div style="display: flex; justify-content: space-between;"> <div>Department Head Signature _____</div> <div>Date _____</div> <div>Employee Signature (if applicable) _____</div> <div>Date _____</div> </div> | | | | |
| County Court Signatures Required For: Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/> | | | | |
| <div style="display: flex; justify-content: space-between;"> <div>County Judge _____</div> <div>Date _____</div> <div>County Commissioner _____</div> <div>Date _____</div> </div> | | | | |
| <div style="display: flex; justify-content: space-between;"> <div>County Commissioner _____</div> <div>Date _____</div> </div> | | | | |

Request to place business before the Crook County Court

Important Note: The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents, and those placed on the agenda by the county judge or to individual county commissioners. Administrative matters which are the purview of individual departments will, at the request of the Department Head, be scheduled for the agenda. By completing this form, you are asking to be placed on the agenda. If a decision is made to place this matter on the agenda, a date for appearance will be assigned based on the availability of time on the Court agenda.

1. Describe the matter to be placed before the Court:

Child Abuse Prevention Month Proclamation

2. What action are you requesting that the Court take?

We ask that Commissioners read and approve proclamation.

3. What is the fiscal impact of your request?

N/A

4. Is the cost associated with your request covered by an approved budget line item?

☐

Yes

☐

No

- a. If yes, provide current budget line item number:

- b. If no, how do you propose to cover the cost?

5. How long do you estimate you will need to make a presentation?

☒

5 minutes

☐

10 minutes

☐

15 minutes

☐

other

minutes

Your name: Terra Tyger

Department: KIDS Center

Date: April 7, 2021

Optional Endorsement:

Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: *(A request submitted at the request of a sponsoring commissioner will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)*

Court member signature

Date

Office Use:

Matter calendared for: _____

Time: _____

Matter referred to: _____

Notice of disposition via (*circle*): Work phone / cell phone / email / fax

Date of notice: _____

By: _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CROOK COUNTY, OREGON**

A Proclamation Declaring April 2021 to be Child Abuse Prevention Month

PROCLAMATION

WHEREAS, there were over 4,300 reports of child abuse and neglect in Central Oregon last year; and

WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of Central Oregon to help create healthy, safe, nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occur when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse and neglect cases stem from situations and conditions that are preventable with the support of an engaged community; and

WHEREAS, child abuse and neglect can be reduced by making sure that families have the support and access to services they need to raise their children in a healthy environment; and

WHEREAS; child abuse and neglect not only directly harm children, but the trauma can also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and poor academic outcomes; and

WHEREAS; effective prevention programs succeed because of partnerships among agencies, schools, faith communities, philanthropic and civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT RESOLVED that the Crook County Board of Commissioners does hereby proclaim April 2021 to be Child Abuse Prevention Month in Crook County and we urge all citizens to work together to make sure every family has the support they need and deserve to raise their children in a healthy environment.

DATED this 7th day of April 2021 by the Crook County Board of Commissioners.

SETH CRAWFORD, County Judge

JERRY BRUMMER, Commissioner

BRIAN BARNEY, Commissioner

ATTEST:

Recording Secretary



Request to place business before the Crook County Court

Important Note: The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Please return this form to Crook County Administration Office via
Email: amy.albert@co.crook.or.us or Mail: 300 NE 3rd St., Prineville OR 97754

Your name: Bonnie Allen Date of Request: April 24th
Email: bonniea@eastsidefoursquare.org Phone: 541-420-1849
Address (optional): 553 SE Garner, Prineville

1. What is the date of the Court meeting you would like to appear at? April 7th 2021
2. Describe the matter to be placed before the Court: In facilitating an October Creek Clean up day - Eastside church would like to ask for help with landfill fees.
3. What action are you requesting that the Court take? a waiver of landfill fees or a discounted rate for debris to be dropped off after the clean up of the creek landscape
4. What is the cost involved with your request, if applicable? It is hard to estimate
5. Please estimate the time required for your presentation.
☒ 5 minutes ☐ 10 minutes ☐ 15 minutes ☐ other _____ minutes
6. Are you (or will you be) represented by legal counsel?
 _____ Yes (please name your attorney)
✓ No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
7. If you have a physical disability and require an accommodation, please specify your need:
N/A

Optional Endorsement:

Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: (A request submitted at the request of a sponsoring commissioner, will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)

Court member signature

Date



Request to place business before the Crook County Court

Important Note: The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Please return this form to Crook County Administration Office via
Email: amy.albert@co.crook.or.us; or Mail: 300 NE 3rd St., Prineville OR 97754

Your name: Oregon High School Rodeo Association Date of Request: 3/25/2021
Email: oregonhsrodeo@gmail.com Phone: 541-546-7007
Address (optional): PO Box 607, Terrebonne, OR 97760

1. What is the date of the Court meeting you would like to appear at? April 7, 2021
2. Describe the matter to be placed before the Court: Request for facility rent of the Crook Co. Fairgrounds for both the local HS Rodeo April 30-May 2 & State Finals Rodeo in June.
3. What action are you requesting that the Court take? To pay for our facility rent like what has been done in the past. We appreciate all that has been done, our association has grown and we will bring in close to 200 families throughout the weekend.
4. What is the cost involved with your request, if applicable? \$4350-
5. Please estimate the time required for your presentation.
☐ 5 minutes ☒ 10 minutes ☐ 15 minutes ☐ other _____ minutes
6. Are you (or will you be) represented by legal counsel?
X Yes (please name your attorney) _____
 No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
7. If you have a physical disability and require an accommodation, please specify your need: _____

Optional Endorsement:

Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: *(A request submitted at the request of a sponsoring commissioner, will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)*

Court member signature

Date

Memo



To: County Court
From: April Witteveen, Director of Library Services
Date: April 7, 2021
Re: Resource-sharing agreement with Deschutes Public Library

Attached is the annual renewal/proposed cost schedule for Crook County Library's partnership with the Deschutes Public Library (DPL) and Jefferson County Library District (JCLD). DPL is the managing partner and CCL is a contracting library. I request pre-approval of the spending schedule. This resource-sharing network includes shared library management software, courier, e-media, and policies. These services greatly benefit Crook County patrons in the following ways:

- Users can check out materials from Jefferson County and all six DPL locations. This provides access to tens of thousands of additional books, audiobooks, movies, and music.
- Thanks to the courier service, nearly any item in the system can be brought to Crook County.
- We receive OverDrive, our digital e-book and e-audio service, through this partnership. OverDrive is used voraciously by Crook County residents; during the pandemic year we have seen over 25% increase in digital circulation.
 - New to the service are digital magazines; we're seeing strong initial usage of this aspect of OverDrive.

The proposed schedule includes the library management software, support from DPL staff, courier service, courier crates, and OverDrive. All costs are reflected in our 2021-22 budget request. Changes are as follows:

- \$181 (3.5%) increase to the Associate Library Fee) and no change to the DPL operations fee, both of which are coded to the library's consortium fees budget line.
- \$73 (1.4%) increase to courier service (resource sharing budget line), and no change for replacement courier crates (library's office supplies budget.) The software and support charges are a great bargain for Crook County; they are much less than what CCL spent in money and labor when we had our own standalone system.

For OverDrive e-books, e-audio, and e-magazines, DPL charges \$1 per checkout, an extremely cost-effective price. DPL has been aggressively developing their digital collection, especially while the libraries have been closed to the public due to COVID-19. Although we are estimating that OverDrive will have a significant increase, it is worth noting that this figure directly equates to an increase in usage by our residents, many of whom have learned new technology skills to take advantage of this great service (and now don't know where they'd be without their eBooks!) We are adjusting our physical materials collection budget to reflect the trend toward increased digital use.

I request Court approval for this document. Please note that DPL will not invoice us until July; this is just pre-approval for that invoice. This cost schedule does not require three bids because the state contracting regulations exempt agreements made with other government agencies. Thank you.

Appendix A – Estimate for FY 2021/2022

| Item Total | Description | No. | Est. Cost | Est. |
|---|---|--------|-----------|------------------|
| Crook County payments to Deschutes Public Library System | | | | |
| 1. | Annual Associate Library Fee: NOTE: Renegotiated contract resulted in significant cost savings. 3.5% increase for next 5 years per new contract. | 1 | \$5,356 | \$5,356 |
| 2. | Subsequent DPL operations support, per month: Fixed cost | 12 | \$ 250 | \$3,000 |
| 3. | Courier service: Price based on cost per trip from vendor contract. Each year will increase based on COLA. (2021 = 1.4%) Based on Monday through Friday delivery schedule | 12 | \$ 454 | \$5,448 |
| 4. | Replacement Courier Crates | 20 | \$15 | \$ 300 |
| 5. | Downloadable eBooks, eAudioBooks and eMagazines. * *Cost estimate based on circulation at a cost of \$1.00 per circulation based on previous year circulation July-June. | 43,000 | 1 | \$43,000 |
| Total paid to Deschutes Public Library System | | | | \$ 57,104 |

For Deschutes Public Library District:

For Crook County:

Todd Dunkelberg

Library Director

Judge Seth Crawford

3/17/21

Date

Date

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 23, 2021

RE: Ordinance 323
Our File No.: Ct. Ordinances A

The County Court held the first public hearing for this Ordinance 323 at its last regular meeting. The Ordinance primarily cleans up code language to match current citations and clarify the County's intent.

Wendie Kellington, a land use attorney with Kellington Law Group, submitted some minor but helpful additions to the new code language. Ann Beier and I have reviewed her submissions, believe those submissions will help further the purpose of this Ordinance, and have thus included them with the other changes.

Typically, an ordinance requires two public hearings. Ms. Kellington's submissions alter the original ordinance such that it warrants two public hearings with the new language, but not so much to require another review by the Planning Commission.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a PUBLIC HEARING ITEM.

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

AN ORDINANCE AMENDING CROOK
COUNTY CODE CHAPTERS 18.12, 18.124,
18.164, 18.170 AND 18.172 REGARDING EDITING
CODE LANGUAGE FOR CONSISTENCY WITH
STATE LAW AND REMOVING INCORRECT
CITATIONS

ORDINANCE 323

WHEREAS, Crook County land use code contains several sections that require amendments to bring the code into compliance with State law and to remove references to outdated or removed State statutes or Crook County Code language; and

WHEREAS, other sections of Crook County's land use code require amendments to clarify language and intent; and

WHEREAS, the Crook County Planning Commission held a public hearing on the proposed language on February 24, 2021 and recommends adoption of the proposed amendments.

NOW THEREFORE, the Crook County Court ordains as follows:

Section One: The above recitals are adopted into and made a part of this Ordinance 323 as the County's findings of fact.

Section Two: Chapter 18.12, Establishment of zones, is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ in blue and additions underlined in red to remove references to County code sections that have been removed;

Section Three: Chapter 18.124 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ in blue and additions underlined in red to clarify that the provisions for temporary hardship dwellings apply in conjunction with an approved dwelling in any zone;

Section Four: Chapter 18.164 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ in blue and additions underlined

in ~~red~~ to clarify that either the planning commission or the Community Development Department may authorize variances in specific situation;

Section Five: Chapter 18.170 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ in blue and additions underlined in ~~red~~ to remove an incorrect reference;

Section Six: Chapter 18.172 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ in blue and additions underlined in ~~red~~ to remove an incorrect reference and to clarify the provisions related to revocation or modification of a permit.

Section Seven: The revisions adopted by this Ordinance 323 do not supersede or override the covenants, conditions, and restrictions or homeowners' association rules as they may apply to an individual lot or parcel.

Section Eight: If any portion of this Ordinance 323 is found by a court of competent jurisdiction to be invalid, all other portions of this Ordinance will remain in full force and effect.

First Reading: _____, 2021

Second Reading: _____, 2021

Third Reading: _____, 2021

DATED this _____ day of _____, 2021

ATTACHMENT A

1. 18.12.010 Establishment of zones

The Planning Department proposes modifying the list of zones in 18.12 to reflect adoption of the State's Model Exclusive Farm Use Code in 2019. The proposal would delete old chapters 18.16, 18.20 and 18.24; and replace with new chapter 18.16 to reflect the model code section. No substantive changes result from this amendment. Amendments as follows:

| Chapter Zones | Abbreviated |
|---------------|-------------|
|---------------|-------------|

| | |
|--|------------------|
| 18.16 Exclusive Farm Use-1 | EFU-1 |
|--|------------------|

| | |
|--|------------------|
| 18.20 Exclusive Farm Use-2 | EFU-2 |
|--|------------------|

| | |
|--|------------------|
| 18.24 Exclusive Farm Use-3 | EFU-3 |
|--|------------------|

18.16 Exclusive Farm Use Zones – EFU-1 (Post-Paulina Area), EFU-2 (Prineville Valley-Lone Pine Areas) and EFU-3 (Powell Butte Area)

2. 18.124 Supplementary Provisions

18.124.150 established criteria for temporary hardship dwellings. A reference to Chapter 18.16 is added to the clarify that the use table that is referenced applies in the County's Exclusive Farm Use zones. This language replaced text in 18.132 regarding temporary hardship manufactured dwellings to allow other structures to be used for temporary hardships. This change was made by the Planning Commission and adopted by Crook County Court in 2020. Amendments as follows:

18.124.150 Temporary Hardship Dwellings.

A temporary hardship dwelling is subject to the following:

(1) One manufactured dwelling, or recreational vehicle, or the temporary residential use of an existing building may be allowed in conjunction with an **approved** existing dwelling **in any zone**, as a temporary use for the term of the hardship suffered by the existing resident or relative, subject to the following:

(a) The manufactured dwelling shall use the same subsurface sewage disposal system used by the existing dwelling if that disposal system is adequate to accommodate the additional dwelling. If the manufactured home will use a public sanitary sewer system, such condition will not be required;

(b) The county shall review the permit authorizing such manufactured homes every two years; and

(c) Within three months of the end of the hardship, the manufactured dwelling or recreational vehicle shall be removed or demolished, or, in the case of an existing building, the building shall be removed, demolished, or returned to an allowed nonresidential use.

(2) A temporary residence approved under this section is not eligible for replacement under Use 2.7 in Table 1 of Chapter 18.16. Department of Environmental Quality review and removal requirements also apply.

(3) As used in this section “hardship” means a medical hardship or hardship for the care of an aged or infirm person or persons.

3. 18.164 Variances

The intent of the amendment is to allow the Community Development Department to approve property line variances administratively, subject to notice and an opportunity for hearing, rather than automatically requiring a public hearing on these issues. Amendments as follows:

18.164.010 Authorization to grant or deny variances.

The planning commission or the Community Development Department may authorize variances from the requirements of this title where it can be shown that owing to special and unusual circumstances related to a specific lot, strict application of this title would cause an undue or unnecessary hardship. No variance shall be granted to allow the use of property for a purpose not authorized within the zone in which the proposed use would be located. In granting a variance, the planning commission or the Community Development Department may attach conditions, which it finds necessary to protect the best interests of the surrounding property or vicinity and otherwise achieve the purposes of this title. Variances may not be authorized in EFU-1, EFU-2, EFU-3 or F-1 zones for minimum lot sizes or land divisions for farm or forest uses.

4. 18.170 Quasi-Judicial Amendments

The proposed change removes an incorrect reference to 215.503(2). The amendment is as follows:

18.170.020 Notice.

(1) Notice of the hearing to enact any quasi-judicial matter will be given pursuant to the provisions of CCC 18.172.070.

(2) When applicable notice to DLCD shall be provided as required by ORS 197.610 and 197.615.

(3) When applicable notice to affected property owners shall be provided as required by ORS 215.503~~(2)~~.

///

///

5. 18.172 Administration Provisions – Public Hearings and Order of Proceedings

The intent is to correct an improper reference. The amendment to 18.172.081 subsection (16)(a)(ii) is as follows:

18.172.081- Public hearings and order of proceedings.

(ii) Any party is entitled to a continuance of the initial evidentiary hearing or to have the record left open in such a proceeding in the following instances:

(A) Where additional documents or evidence are submitted by any party; or

(B) Upon a party's request made prior to the close of the hearing for time to present additional evidence or testimony.

For the purposes of subsection (16)(a)(ii)(A) of this section, "additional documents or evidence" shall mean documents or evidence containing new facts or analysis that are submitted after notice of the hearing.

6. 18.172.100 Administrative Provisions - Revocation or modification of permit

The intent is to clarify that either the commission or the permittee may request a permit modification and expands the reasons for such approval to include a change in the original approval that still meets the applicable criteria. The amendment, in conjunction with the amendment to CCC 18.172.060 below, also clarifies that a modified permit "restarts the clock" as if it were an original permit. It also allows the Commission to apply new code language (e.g., the County's adoption of the model code for EFU-zoned property, new state statutes that authorize additional uses) to modifications requested by a permittee. The amendments to CCC 18.172.100 are as follows:

18.172.100 Revocation or modification of permit.

(1) The hearing authority may revoke or modify any permit granted under the provisions of this title on any one or more of the following grounds:

(a) For fraud, concealment, or misrepresentation or on the basis of wrong information supplied on the application, or given at a public hearing which materially relates to the reasons on which the permit was granted.

(b) The use for which such permit was granted is not being exercised within the time limit set forth by the commission or this title.

(c) The use for which such permit was granted has ceased to exist or has been suspended for one year or more.

(d) The permit granted is being or recently has been exercised contrary to the terms or conditions of such approval.

(e) The proposed modification will result in a change to the original proposal sought by the permittee or permittee's successor and meets the applicable standards specified in subsection (3) of this section.

(2) Any **modified** permit granted pursuant to this title shall become null and void if not exercised within the time period specified in such permit, or, if no time period is specified in the **modified** permit, within **two one years** from the date of approval of said **modified** permit **subject to CCC 18.172.060. Appeals to higher state authorities challenging a modified permit approval shall toll the running of the periods provided in this section.**

(3) The commission shall hold a public hearing on any proposed revocation or modification **requested by the commission or the permittee** after giving written notice to the permittee and other affected persons as set forth in this title. ~~The hearing on the decision, which is subject to revocation or modification, is subject only to the standards, criteria and conditions that were applicable when the original permit was issued.~~ The commission shall hold a public hearing on any proposed revocation or modification after giving written notice to the permittee and other affected persons as set forth in this title. The hearing on the decision, which is subject to revocation or modification, is subject only to **either** the standards, criteria and conditions that were applicable when the original permit was issued **or in effect at the time of the revocation or modification, whichever is less restrictive.** The commission shall render its decision within 45 calendar days after the conclusion of the hearing.

7. 18.172.060 Administrative Provisions – Director Decisions

The intent is to clarify that the time period in which a modified permit is valid is the same as that of an original final decision. The amendments to subsection (2) are as follows:

18.172.060 Director Decisions.

(2) Extensions.

(a) A request for an extension to a land use approval shall be handled administratively by the director without public notice or hearing, and is not subject to appeal as a land use decision.

(b) The director shall grant up to four extensions to a land use approval regardless of whether the applicable criteria have changed (except where state law precludes), if:

(i) An applicant makes a written request for an extension of the development approval period; and

(ii) The request, along with the appropriate fee, is submitted to the county prior to the expiration of the approval period.

(c) Approval of a modification to a land use approval pursuant to CCC 18.172.100 shall be treated as a new final decision for purposes of calculating the expiry provisions of CCC 18.172.060(2)(b) and

18.172.100(2).



CROOK COUNTY HEALTH DEPARTMENT
"A Healthy and Safe Future for the People of Crook County"

375 NW Beaver St., Suite 100 Prineville, OR 97754
 Telephone: (541) 447-5165 Fax (541) 447-3093



MEMO

To: Crook County Court
From: Katie Plumb, MC Deputy Director
Date: March 29, 2021
Re: Contract Selection

Provide documentation for why the higher bidder presents the best value

A solicitation was directly distributed to nine entities on February 17, 2020 seeking proposals for a project to design a marketing campaign to increase awareness of the need for and importance of chronic disease prevention, and chronic disease prevention and self-management resources available in Central Oregon. Crook County Health Department received two complete proposals by March 8, 2021. Due to the regional nature of the project, proposals were reviewed and scored by staff members of Crook, Deschutes, and Jefferson Counties (one staff member per jurisdiction).

Reviewers unanimously agreed that the proposal from Quon Communication and Design provided the best value. Rationale includes:

- Quon communicated previous experience with both regional programs – DPP & Living Well (branded both and provided in-depth marketing services for Crook County DPP). Ensures branding consistency with less guidance needed from County staff.
- Initial quote was higher from Quon, but includes items not outlined in Eclipse proposal: dedicated website, social media content in English and Spanish, three additional print media collateral, local video and photography, and public relations content and coaching.
- While the baseline quote from Eclipse was lower than the baseline quote from Quon, Eclipse also budgeted \$85/hr for ongoing consultation, design, and ad sizing as needed and it is unclear in the proposal how much this will be needed.

PROFESSIONAL SERVICES CONTRACT

CONTRACTOR: Quon Design & Communication Inc. DATE: _____

ADDRESS: 1818 SW Tumberry Place Bend OR 97702
Street Address City State Zip

PHONE NUMBER: 541-610-4304 EMAIL: mquon@quondc.com

The signing of this Contract ("Agreement") by Quon Design & Communication Inc. (hereinafter "Contractor") and Crook County, a political subdivision of the State of Oregon (hereinafter "County"), authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The services as described on Exhibit D to this Agreement are to be provided by Contractor in connection with a Project identified as follows: Described on Exhibit D.
2. **DURATION:** This Agreement shall run from the last signature date ("effective date") through June 30, 2021 unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described on Exhibit D attached hereto.
4. **FEE FOR SERVICES:** Contractor's fee for the services identified on Exhibit D to this Agreement shall be: an amount not to exceed Twenty Five Thousand and no/100 Dollars (\$25,000).
5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

| | |
|---|-------------|
| Independent Contractor Status | (Exhibit A) |
| Conformance with Oregon Public Contract Law | (Exhibit B) |
| Oregon Tax Law Compliance | (Exhibit C) |
| Scope of Services | (Exhibit D) |
7. **SUBMITTAL OF W-9 BEFORE PAYMENT:** Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.
8. **CONTRACTOR STATUS.** By its execution of this Agreement, Contractor certifies its status as a "Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

9. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor and as more specifically set forth in Exhibit "C."
10. **REIMBURSEMENT OF EXPENSES:** Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
11. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
12. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
13. **PAYMENT BY COUNTY:** County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
14. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the County connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.
15. **INSURANCE.**
 - 15.1 **GENERAL INSURANCE.** The Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits

not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this Section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

15.2 PROFESSIONAL LIABILITY: Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, with a limit of at least \$1,000,000 per occurrence.

15.3 WORKERS' COMPENSATION. Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.

15.4 EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.

15.5 NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE. The certificate of insurance shall contain a requirement that the Insurance Company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the County within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

15.6 EQUIPMENT AND MATERIAL: The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

15.7 SUBCONTRACTOR: The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

15.8 EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. [RESERVED]

17. CONFORMANCE WITH OREGON PUBLIC CONTRACTS LAW (ORS CHAPTER 279): Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.
18. PROTECTION OF PERSONAL INFORMATION: If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Contractor shall comply with the protected information requirements set forth on the attached Exhibits "D" and "E."
19. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.
20. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
21. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
22. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
23. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
24. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

25. **ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT:** In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
26. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
27. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
28. **TERMINATION:**
- (a) Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
 - (b) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
 - (c) Notwithstanding any other provision of this Agreement, County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

29. **RIGHTS IN DATA:** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.

30. **NO AUTHORITY TO BIND CROOK COUNTY:** Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
31. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
32. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
33. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
34. **SEVERABILITY:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
35. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
36. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
37. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
38. **[RESERVED]**
39. **COUNTERPARTS:** This Professional Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

QUON DESIGN & COMMUNICATION INC

CROOK COUNTY

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

Independent Contractor Status

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least five of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT "B"

Crook County Public Contracts Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).
- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or

officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
 - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of subcontracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.
If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the County, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.
If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify SUB of the condition.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce

Fish and Wildlife Services
Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Administration
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals

Department of Human Services
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

Planning Commission, Crook County
Environmental Health, Crook County

Community Development Department, Crook County
Crook County Court

- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

EXHIBIT "C"

Oregon Tax Laws Compliance and Certification

A. Contractor's Compliance with Tax Laws.

1. 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 B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.3. 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:

- a. Termination of this Contract, in whole or in part;
- b. 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
- c. 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/replacement Goods/ a replacement Contractor].

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.

B. Contractor's Representations and Warranties.

Contractor represents and warrants to County that:

1. 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:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- b. 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;
- c. 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
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

2. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc., delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

EXHIBIT D

Estimates & Timelines

1. Engage Partners/Stakeholders

- QD+C will coordinate a one-hour online visioning session with key stakeholders and identify the specific communication needs to effectively promote the chronic disease management/diabetes prevention programs.

Estimated cost: \$1,200

Timeline: Visioning session completed approximately 7-10 working days from signed contract.

- QD+C will develop a strategic communication plan based on information gathered from the visioning session.

Estimated cost: \$1,200

Timeline: Communication plan completed approximately 7 working days from visioning session.

2. Website Design Consultation

- QD+C will work with CCHD website point person to recommend design concepts and effectiveness for displaying information.

Estimated cost: \$500

Timeline: Ongoing after approval of communication plan.

3. Social Media Content

- QD+C will create a PDCO/LWCO Facebook page campaign and research/manage 8-10 posts per month. Posts to be in English and Spanish.

Estimated cost: \$1,950 (3 month period)

Timeline: Page creation approximately 7 business days after approval of communication plan.

4. Print Media Design

- QD+C will design printed collateral in English and Spanish based on the needs of the campaign. Below is a menu of general costs per project. Estimates may vary depending on scope and complexity.

| | | |
|-----------------|--|--|
| 2 Display ads | | \$700 - \$1,600 (range dependent on ad size and concept) |
| 2 Flyers | | \$800 - \$1,700 (based on letter size/1- or 2-sided) |
| 2 Postcards | | \$600 (2-sided) |
| Brochure | | \$2,250 (based on tri-fold rack-style brochure) |
| 10 Custom Memes | | \$600 |

Estimates do not include photography, printing, media buys or any other out-of-pocket expenses.

Estimated budget: \$6,750

Timeline: Will vary (24 hours to 7 working days) depending on size and scope of project.

Project Needs | continued

4. Market Testing

- QD+C recommends presenting campaign concepts to key partners/stakeholders for input and recommendations before public launch. Estimate based on developing a presentation to be emailed to key partners/stakeholders for review and making minor adjustments.

Estimated cost: \$450

Timeline: Ongoing testing during the month April.

Other

Public Relations

Based on stakeholder input from the initial visioning session, QD+C will explore the development and distribution of public relations materials in English and Spanish which could include a series of public service announcements (focusing on a few of the region's most common chronic diseases), workshop community calendar listings, past workshop participant testimonials, press releases and media pitches. QD+C will also provide coaching for coordinate media interviews as appropriate/needed.

Estimated cost: \$2,000

Timeline: Ongoing after approval of communication plan

Concepts

The following concepts would be explored and possibly implemented into the communication plan if found viable based on findings of the visioning session. Concepts can be altered, or new concepts developed according to findings. All applicable components to include Spanish language translation and distribution.

Dedicated Website

Concept: Create a **dedicated, bilingual website** for PDCO/LWCO to consolidate information in one, easy to navigate site. A dedicated website could house workshop registration as well as specific information about chronic condition symptoms/factors such as diabetes, arthritis, HIV/AIDS, high blood pressure, heart disease, etc.

Estimated cost: \$6,400

Timeline: Target launch approximately 45 days from signed contract.

Procure testimonials

Concept: QD+C would work with health department teams to explore and coordinate the procurement of updated testimonials from workshop participants. Estimate based on 2 testimonials from each county for a total of 6 (3 English/3 Spanish).

Estimated cost: \$1,800

Timeline: Ongoing after approval of communication plan. Referrals from CCHD to be contacted immediately.

Incentives

Concept: QD+C would work with health department teams to explore and coordinate the procurement of incentives such as health food gift cards for both workshop participants and past workshop participants who work with us to create testimonials.

Estimated cost: TBD Budget dependent on number of workshops/participants.

Timeline: Secure incentives prior to first workshop.

Photography

Concept: QD+C would coordinate with a photographer to develop a library of local/regional images to be utilized with website content, print media and social media posts (could include photos of testimonial subjects if strategy is appropriate based on visioning session input). Estimate based on 2-day photo shoot.

Estimated cost: \$1,000

Timeline:

Video

Concept: Based on stakeholder input from the initial visioning session, QD+C would explore the development of a 2-minute video (English and Spanish) encouraging workshop registration/participation (could include light-hearted cartoon images and graphics and/or photos of past workshop participants).

Estimated cost: \$1,750

Timeline: Approximately 45 day production

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: March 10, 2021

RE: *2021 IGA 166039 for the Financing of Community Mental Health, Addiction Treatment, Recovery and Prevention, and Problem Gambling Services*
Our File No.: MH 40

Every two years the County receives one of two different kinds of contracts for the operation of the Community Mental Health Program (CMHP): either an extension of the current agreement consisting of many dozens of pages; or a new funding agreement, consisting of several hundred pages. This year, the Oregon Health Authority has issued the letter, and Crook County's version totals 212 pages. The duration of this agreement is retroactive back to January 1 to December 31, 2021.

These agreements contain two broad categories of provisions. The first are what may be called mundane (though detailed) contract terms.

The second are "service elements," which describe what must be done to render specific types of services to patients. Not every CMHP will provide the same list of service elements, meaning that Crook County's agreement, for instance, may have different service terms than Baker, Linn, or Josephine counties.

The list of service elements in this year's iteration can be found on pages 7 & 8. They include services for a variety of addiction, problem gambling, and substance use treatments. The good news is that while each county may have a different list of service elements, the service elements themselves are all standardized. An individual receiving treatment can therefore benefit from identical services wherever they are in the state.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a Discussion item.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 166039, hereinafter referred to as "Document."

I, SETH CRAWFORD

Name

CROOK COUNTY JUDGE

Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

CROOK COUNTY, OREGON

by email.

Contractor's name

On APRIL 7, 2021,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

APRIL 7, 2021
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT #166039

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County**, a political subdivision of the State of Oregon (“County”).

RECITALS

WHEREAS, **ORS 430.610(4) and 430.640(1)** authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to **ORS 430.630(9)(b) through 430.630(9)(h)**, each Local Mental Health Authority that provides Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment,

Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at <http://www.oregon.gov/oha/amh/Pages/contracts.aspx>. County shall provide services per the Local Plan as agreed upon between OHA and County.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on January 1, 2021. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2021.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

| | |
|-------------|--|
| Exhibit A | Definitions |
| Exhibit B-1 | Service Descriptions |
| Exhibit B-2 | Specialized Service Requirements |
| Exhibit C | Financial Assistance Award |
| Exhibit D | Payment, Settlement, and Confirmation Requirements |
| Exhibit E | Special Terms and Conditions |
| Exhibit F | General Terms and Conditions |
| Exhibit G | Standard Terms and Conditions |
| Exhibit H | Required Federal Terms and Conditions |
| Exhibit I | Required Provider Contract Provisions |
| Exhibit J | Provider Insurance Requirements |
| Exhibit K | Startup Procedures |
| Exhibit L | Catalog of Federal Domestic Assistance (CFDA) Number Listing |

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit H, (c) Exhibit A, (d) Exhibit C, (e) Exhibit D, (f) Exhibit E, (g) Exhibit B-1, (h) Exhibit B-2, (hi) Exhibit G, (j) Exhibit F (k) Exhibit I, (l) Exhibit J, (m) Exhibit K, (n) Exhibit L.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. Signatures.

Crook County

By:

| | | | |
|----------------------|---------------|-------|---------------|
| _____ | SETH CRAWFORD | JUDGE | APRIL 7, 2021 |
| Authorized Signature | Printed Name | Title | Date |

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

By:

| | | | |
|----------------------|--------------|-------|-------|
| _____ | _____ | _____ | _____ |
| Authorized Signature | Printed Name | Title | Date |

Approved by: Director, OHA Health Systems Division

By:

| | | | |
|----------------------|--------------|-------|-------|
| _____ | _____ | _____ | _____ |
| Authorized Signature | Printed Name | Title | Date |

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax & Finance Section, on January 29, 2021; email in Contract file.

OHA Program:

Approved by Sheryl Derting on February 4, 2021; email in Contract file.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions, Specialized Service Requirements and Special Conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement or Special Condition in the Financial Assistance Award, the word or phrase shall not have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement or Special Condition in which it is defined.

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit F, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
6. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.

8. **Community Mental Health** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances..
9. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
10. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
11. **“DHS”** means the Department of Human Services of the State of Oregon.
12. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
13. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
14. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
15. **“Health Services Division” or “HSD”** means for the purpose of this Agreement, the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
16. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
17. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
18. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;

- b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
- 19. **“Local Plan” or “Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.
- 20. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
- 21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that is:
 - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
- 22. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
- 23. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
- 24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit E, “Special Terms and Conditions.”
- 25. **“Problem Gambling Services”** means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling Services and Gambling Disorder will be used interchangeably.
- 26. **“Program Area”** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.

27. **“Provider”** has the meaning set forth in section 5 of Exhibit F, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.
28. **“Provider Contract”** has the meaning set forth in Exhibit F, “General Terms and Conditions,” section 5.29. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
- Schizophrenia and other psychotic disorders;
 - Major depressive disorder;
 - Bipolar disorder;
 - Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - Schizotypal personality disorder; or
 - Borderline personality disorder.
30. **“Service(s)”** or **“Service Element(s)”** means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

| Service Name | Service Code |
|--|--------------|
| System Management and Coordination – Addiction Treatment, Recovery, & Prevention Services | A&D 03 |
| Start-Up – Addiction Treatment, Recovery, & Prevention Services | A&D 60 |
| Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services | A&D 61 |
| Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment | A&D 62 |
| Peer Delivered Services – Addiction Treatment, Recovery, & Prevention Services | A&D 63 |
| Housing Assistance – Addiction Treatment, Recovery, & Prevention Services | A&D 64 |
| Intoxicated Driver Program Fund (IDPF) | A&D 65 |
| Community Behavioral and Addiction Treatment, Recovery, & Prevention Services | A&D 66 |
| Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity | A&D 67 |
| Youth Addiction, Recovery, & Prevention Residential Treatment Services | A&D 71 |
| Problem Gambling Prevention Services | A&D 80 |
| Problem Gambling Treatment Services | A&D 81 |
| Problem Gambling Residential Services | A&D 82 |
| Problem Gambling Respite Treatment Services | A&D 83 |

| Service Name | Service Code |
|---|--------------|
| Problem Gambling, Client Finding Outreach Services | A&D 84 |
| | |
| System Management and Coordination – Community Mental Health | MHS 01 |
| Aid and Assist Client Services | MHS 04 |
| Assertive Community Treatment Services | MHS 05 |
| Crisis and Acute Transition Services (CATS) | MHS 08 |
| Jail Diversion | MHS 09 |
| Mental Health Promotion and Prevention Services | MHS 10 |
| Rental Assistance Program Services | MHS 12 |
| School-Based Mental Health Services | MHS 13 |
| Young Adult Hub Programs (YAHP) | MHS 15 |
| Non-Residential Community Mental Health Services For Adults, Children and Youth | MHS 20 |
| | |
| Acute and Intermediate Psychiatric Inpatient Services | MHS 24 |
| Community Mental Health Crisis Services For Adults and Children | MHS 25 |
| Non-Residential Community Mental Health Services For Youth and Young Adults In Transition | MHS 26 |
| Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition | MHS 27 |
| Residential Community Mental Health Treatment Services For Adults | MHS 28 |
| Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board | MHS 30 |
| Enhanced Care And Enhanced Care Outreach Services | MHS 31 |
| Adult Foster Care Services | MHS 34 |
| Older or Disabled Adult Community Mental Health Services | MHS 35 |
| Pre-Admission Screening and Resident Review Services (PASARR) | MHS 36 |
| Start-Up – Community Mental Health Services | MHS 37 |
| Supported Employment Services | MHS 38 |
| Projects For Assistance In Transition From Homelessness (PATH) Services | MHS 39 |
| | |

31. **“Service Description”** means the description of a Service or Service Element as set forth in Exhibit B-1, “Service Descriptions.”
32. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2, “Specialized Service Requirements,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

| <u>Specialized Service Requirement Name</u> | <u>Specialized Service Requirement Code</u> |
|--|---|
| Veterans Peer Delivered Services | MHS 16A |
| Early Assessment and Support Alliance (EASA) | MHS 26A |
| Secure Residential Treatment Facility | MHS 28A |
| | |
| Gero-Specialist | MHS 35A |
| APD Residential | MHS 35B |

33. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
34. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit F, “General Terms and Conditions,” section 3.b.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-1
SERVICE DESCRIPTIONS**

Not all Services described in this Exhibit B-1 may be covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," as amended from time to time, are subject to this Agreement.

1. Service Name: **SYSTEM MANAGEMENT AND COORDINATION –
ADDICTION TREATMENT, RECOVERY & PREVENTION
AND PROBLEM GAMBLING SERVICES**

Service ID Code: **A&D 03**

a. **Service Description**

System Management and Coordination – Addiction Treatment, Recovery, & Prevention and Problem Gambling Services (A&D 03 Services) is the central management of an Addiction Treatment, Recovery, & Prevention and Problem Gambling Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, “Financial Assistance Award,” of this Agreement. A&D 03 Services include planning and resource development, coordination of Service delivery for Addiction Treatment, Recovery, & Prevention and Problem Gambling Services, negotiation and monitoring of contracts and subcontracts, and documentation of Service delivery in compliance with state and federal requirements.

b. **Performance Requirements**

In providing A&D 03 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

No special reporting requirements.

c. **Financial Assistance Calculation, Disbursement, and Confirmation of
Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

2. **Service Name:** **START-UP**
 Service ID Code: **A&D 60**

a. **Service Description**

Funds awarded must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award." Description of Start-Up activities are activities necessary to begin, expand, or improve Substance Use Disorder and Problem Gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from A&D 60 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow procedures as prescribed by that unit.

A&D 60 funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-up expenditures, as described in Exhibit K, "Start-Up Procedures," that will be needed to provide the Services planned and to be delivered at the specified site(s).

b. **Performance Requirements**

The funds awarded for A&D 60 may be expended only in accordance with Exhibit K, "Start-Up Procedures," which is incorporated herein by this reference.

c. **Special Reporting Requirements**

Using the OHA prescribed "Start-Up Request & Expenditure Form," County shall prepare and submit electronically, to amhcontract.administrator@dhsosha.state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award." The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit K, "Start-Up Procedures." Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment Start-Up, and Settlement Start-Up language.

3. **Service Name:** **ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **A&D 61**

a. **Service Description**

Adult Substance Use Disorder Residential Treatment Services (A&D 61) are Services delivered to Individuals 18 years of age or older who are unable to live independently in the community; cannot maintain even a short period of abstinence from substance abuse; are in need of 24-hour supervision, treatment, and care; and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 – 3.7.

The purpose of A&D 61 Services is to support, stabilize, and rehabilitate Individuals and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an Individual on a 24-hour basis, consistent with Level 3.1 – 3.7 treatment, including entry, assessment, placement, service plan, service note, service record, transfer and continuity of care, co-occurring mental health and substance use disorders (COD), residential substance use disorders treatment and recovery services, and residential women's substance use disorders treatment and recovery programs, as set forth in OAR 309-018-0135 through 309-018-0160 and OAR 309-018-0170 through 309-018-0180, as such rules may be revised from time to time, as appropriate to the Individual's needs and include structured counseling, educational services, recreation services, self-help group participation services, and planning for self-directed recovery management to support the gains made during treatment. A&D 61 Services address the needs of diverse population groups within the community with special emphasis on ethnic minorities.

Providers shall have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program.

A&D 61 Services provided under this Agreement must be provided only to Individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain insufficient healthcare coverage, including but not limited to, healthcare coverage that does not cover all of the services described herein or are limited to a limited number of days.

b. **Performance Requirements**

- (1) Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.
- (2) Subject to the preference for pregnant women and intravenous drug users described in Exhibit G, "Required Federal Terms and Conditions," County and Providers of A&D 61 Services funded through this Agreement shall give priority access to such Services first to Individuals referred by the

Department of Human Services and then to Individuals referred by Drug Treatment Courts from within the region, as such region is designated by OHA after consultation with County. For purposes of this Service Description, "Drug Treatment Court" means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services, and immediate sanctions and incentives. A&D 61 Services funded through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to Individuals referred from any particular county, provider, or other entity.

- (3) Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program, able to meet the cultural and linguistic needs of the Individual, and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the Individual's clinical record:
- (a) Address co-occurring disorders, including gambling, in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
 - (b) Address the interaction of the substance-related and mental health disorders in assessing each Individual's history of psychological trauma, readiness to change, relapse risk, and recovery environment;
 - (c) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
 - (d) The provider's policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
 - (e) In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to receive medication specific to the individual's diagnosed clinical needs, including medications used to treat opioid dependence.
 - (f) Involve the family or significant others of the Individual in the treatment process;
 - (g) Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
 - (h) Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and

- (i) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) days of discharge from the residential program.
 - (4) Quality of Services provided under this Agreement will be measured in accordance with the following criteria:
 - (a) **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment; and
 - (b) **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of Individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.
- c. **Reporting Requirements**
See Exhibit E, 10.
- d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**
See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

4. **Service Name:** **SUPPORTED CAPACITY FOR DEPENDENT CHILDREN WHOSE PARENTS ARE IN ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT**

Service ID Code: **A&D 62**

a. Service Description

Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment (A&D 62) is housing services (room and board) delivered to Individuals who are dependent children age 18 and younger, of parent(s) who reside in substance use disorder residential treatment facilities, so the child(ren) may reside with their parent in the same substance use disorder residential treatment facility. The parent who is participating in residential treatment may or may not be a custodial parent during part or all of the treatment episode. The Department of Human Services, Child Welfare may have legal custody of the child(ren) but grant formal permission for the child(ren) to be placed with the parent during treatment and to reside in one of the dependent room and board placements.

b. Performance Requirements

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to amhcontract.administrator@dhsosha.state.or.us written quarterly summary reports on the delivery of A&D 62 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
 - (a) Number of parents and children residing in the substance use disorder residential treatment facilities, including length of stay; and
 - (b) If the parent of dependent child(ren) are TANF eligible.

e. Financial Assistance Calculation, Disbursement and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, Payment, Settlement, and Confirmation

Use Payment and Confirmation language.

5. **Service Name:** PEER DELIVERED SERVICES
Service ID Code: A&D 63

a. **Service Description**

For the purpose of A&D 63 Peer Delivered Services (A&D 63 Services), “Recovery Center,” “Facilitating Center,” “Peer Delivered Services,” and “Peer Support Specialist” shall have the following meanings:

Recovery Centers are comprised of and led by people in recovery from Substance Use Disorders, which is defined in OAR 309-019-0105(112). The Recovery Centers maintain a structured daily schedule of activities where Peer Delivered Services may be delivered. Recovery Centers serve as recovery resources for the local community.

Facilitating Centers provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding, and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.

Peer Delivered Services means an array of agency or community-based services and supports provided by peers, Peer Support Specialists, and Peer Wellness Specialists to Individuals or family members with similar lived experience. These services are intended to support the needs of Individuals and families, as applicable, as they progress through various stages in their recovery from Substance Use Disorders. Peer Delivered Services include, but are not limited to, the following:

Emotional support. Emotional support refers to demonstrations of empathy, caring, and concern that enhance self-esteem and confidence. Peer mentoring, peer coaching, and peer-led support groups are examples of peer-to-peer recovery services that provide emotional support.

Informational support. Informational support refers to sharing knowledge, information and skills. Peer-led life skills training, job skills training, educational assistance, and health and wellness information are examples of informational support.

Instrumental support. Instrumental support includes modeling and peer-assisted daily-life tasks that people with Substance Use Disorders may lack. Examples of instrumental support include getting to support groups, accessing childcare, completing job applications, locating alcohol and drug-free housing, and obtaining vocational, educational, and navigating health and social service programs.

Affiliational support. Affiliational support facilitates contact with other people to promote learning of social and recreational skills, create a community, and acquire a sense of belonging. Examples of affiliational support include introduction to Recovery Centers, alcohol and drug-free socialization opportunities, and exploring activities.

Family support. Family support includes educational, informational, and affiliation services for family members with relatives (as identified by the family) who are in recovery from Substance Use Disorders. These services are designed to help families develop and maintain positive relationships, improve family functioning, increase understanding of recovery processes, and build connections among family members for mutual support.

Peer Support Specialists are individuals as defined in OAR 309-019-0105(81), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

Population to be served, Eligible population, or Participants: Individuals with Substance Use Disorders and who are seeking recovery are the target population.

b. Performance Requirements

County shall use the financial assistance awarded for A&D 63 Services through this Agreement to provide Peer Delivered Services in a manner that benefits the Population to be served. The Peer Delivered Services must be delivered at Recovery Centers, agencies, or in communities, by Peer Support Specialists or Peer Wellness Specialists.

To the satisfaction of OHA, County shall ensure that Peer Delivered Services are:

- (1) Delivered by Peer Support Specialists and Peer Wellness Specialists who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;
- (2) Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with Peer Delivered Services and a certified Peer Support Specialist or Peer Wellness Specialist;
- (3) Delivered in accordance with a plan developed with or by the Individual receiving Services;
- (4) Documented and regularly reviewed by the Individual receiving Services; and
- (5) Documented either in MOTS or MMIS or comparably reported.

Providers employing Peer Support Specialists and Peer Wellness Specialist must develop and implement quality assurance processes to improve the quality of Peer Delivered Services supported by funds provided through this Agreement. OHA may recommend additional actions to improve quality.

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

- (1) Within 30 calendar days of the County providing A&D 63 Services, County shall prepare and electronically submit a written entry baseline assessment report to amhcontract.administrator@dhsosha.state.or.us.
- (2) County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of A&D 63 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
 - (a) The amount of financial assistance spent on A&D 63 Services as of the end of the reporting period;
 - (b) Number of Individuals served by Peer Support Specialist(s), categorized by age, gender, and ethnicity;
 - (c) Breakdown of Service received;
 - (d) Number of Individuals who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;
 - (e) Number of Individuals who gained employment or engaged in productive educational or vocational activities during Service participation;
 - (f) Number of Individuals who remained crime-free during Service participation; and
 - (g) Number of Individuals served who are being retained from the previous quarter.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

6. **Service Name:** HOUSING ASSISTANCE

Service ID Code: A&D 64

a. Service Description

Housing Assistance Services assist Individuals, who are in recovery from Substance Use Disorders, in locating and paying for housing designated “alcohol and drug free,” as defined in ORS 90.243 or approved by a Program Manager for the contracted Alcohol and Substance Use Disorder Program. Individuals who receive assistance may be living with other family members (e.g. where a parent is re-assuming custody of one or more children).

All Individuals receiving A&D 64 Services funded through this Agreement must reside in County, be in recovery from Substance Use Disorders, were previously homeless or at risk of homelessness, and be participating in a verifiable program of recovery. OHA will not provide financial assistance for A&D 64 Services under this and succeeding Agreement for more than 24 consecutive months for any particular Individual, unless approved in advance by OHA in writing.

b. Performance Requirements

Housing Assistance Services include:

- (1) Rental Assistance in the form of cash payments, made on behalf of Individuals recovering from Substance Use Disorders, to cover all or a portion of the monthly rent and utilities for alcohol and drug free housing
- (2) Housing Coordination Services in the form of staff support to assist Individuals recovering from Substance Use Disorders in locating and securing suitable housing, and referrals to other resources.
- (3) Residential Costs to pay for move-in and barrier removal costs not to exceed 20% of total funds awarded to support securing and maintaining housing such as payment of rental deposits and fees, moving and storage costs, payment of past due utility bills and securing a credit report. These must be one-time payments only; no on-going expenses. Housing expenses not eligible are furnishings, appliances, household supplies and equipment; barrier removal expense not eligible are any payments made that do not advance the effort to secure rental housing.

Utilization requirements for A&D 64 will be identified in a special condition, subject to funds awarded in a particular line of the Financial Assistance Award.

No funds shall be paid directly to individuals benefiting from A&D 64 Services.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of A&D 64 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Information and data as required on the OHA-provided reporting template;
- (2) Provide, for financial settlement purposes, the total amount expended during the subject quarter for the following:
 - (a) Amount expended for staff positions (Housing Coordination)
 - (b) Amount expended for administration.
 - (c) Amount expended for move-in and barrier removal services (Residential Costs);
 - (d) Amount expended for Rental Assistance and
- (3) All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission. Failure to submit complete and accurate reports could result in the withholding of future payment of Financial Assistance.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements

See Exhibit D, Payment, Settlement, and Confirmation
Use Payment and Confirmation language.

7. **Service Name:** **INTOXICATED DRIVER PROGRAM FUND (IDPF)**
Service ID Code: **A&D 65**

a. Service Description

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (1) Eligible Services to Individuals who have been adjudicated for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (2) Special Services provided for individuals adjudicated for DUII.

Definitions

- (1) “Eligible Individual” means an Individual who:
 - (a) Is not eligible for Medicaid or is underinsured; and
 - (b) Demonstrates a need for financial assistance based on an income below 200% of the federal poverty guidelines.
- (2) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (3) “Treatment” means medically appropriate services for Individuals diagnosed with a substance use disorder

b. Performance Requirements

- (1) Providers of Services funded through this Agreement must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (2) DUII services providers funded through this Agreement must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.
- (3) Eligible Services are limited to:
 - (a) Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - (b) Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - (c) Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432.
- (4) Special Services funded through this Agreement are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
 - (a) Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or

- (b) Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
 - (c) Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (5) OHA will follow the Medicaid fee schedule in making disbursements for Eligible Services. At no time will OHA provide financial assistance above the Medicaid fee schedule for Eligible Services.
- (6) For Special Services, OHA will make disbursements based on the County's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, County must obtain OHA's approval of the Special Services prior to incurring such costs.
- c. **Reporting Requirements**
See Exhibit E, 10.
- d. **Special Reporting Requirements**
 - (1) County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of IDPF Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - (2) County is responsible for documenting consent for disclosure compliant with 42 CFR Part 2 as necessary to comply with the reporting requirements in this section.
- e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**
See Exhibit D, Payment, Settlement, and Confirmation Requirements
Use Payment and Confirmation language.

8. Service Name: **COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES**

Service ID Code: **A&D 66**

a. **Service Description**

- (1) Community Behavioral and Substance Use Disorder Services (A&D 66 Services) are Services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers the A&D 66 Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

- (2) It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:

- (a) Counseling and education about HIV and tuberculosis (TB);
- (b) Risks of sharing needles;
- (c) Risks of transmission to sexual partners and infants;
- (d) Steps to ensure that HIV and TB transmission does not occur;
- (e) Referral for HIV or TB treatment services, if necessary;
- (f) Counseling on the effects of alcohol and drug use on the fetus; and
- (g) Referral for prenatal care.

- (3) A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by OHA. County shall provide the following Services, subject to availability of funds:

- (a) Outreach (case finding), early identification and screening, assessment and diagnosis, and education:

- A. Outreach: Partner with healthcare Providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate Services.
- B. Early Identification and Screening: Conduct periodic and systematic screening that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the

Local Plan or Regional Health Improvement Plan (RHIP) as applicable.

- C. Assessment and Diagnosis: Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of Service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:
 - I. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.
 - II. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. **“Intensive Community Services”** are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - III. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with “Intensive Outpatient Services and Supports” or “Intensive Treatment Services,” as defined in OAR 309-022-0105(43) and 309-022-0105(44), respectively.
 - D. Education: Partner with other community groups and organizations, including but not limited to schools, community corrections, and other related organizations, to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups’ needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment Services within these populations.
- (b) Initiation and Engagement: Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:
- A. Brief motivational counseling;
 - B. Supportive Services to facilitate participation in ongoing treatment; and

- C. Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.

(c) Therapeutic Interventions:

General community-based Services, which may include:

- A. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
- B. General outpatient Services;
- C. Medication management for:
 - I. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
 - II. Substance Use Disorders:
 - (A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
 - (B) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
- D. Detoxification for Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
- E. Meaningful Individual and family involvement.

(d) Continuity of Care and Recovery Management:

- A. Continuity of care Services includes:
 - I. Coordinate and facilitate access to appropriate housing Services and community supports in the Individual's community of choice;
 - II. Facilitate access to appropriate levels of care and coordinate management of Services and supports based on an Individual's needs in their community of choice;
 - III. Facilitate access to Services and supports provided in the community and Individual's home designed to

assist children and adults with Substance Use Disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and

- IV. Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.

B. Recovery Management Services includes:

- I. Continuous case management;
- II. Monitoring of conditions and ongoing recovery and stabilization;
- III. Individual and family engagement, including provision of child care for parents actively involved in any of these treatment, education, outreach, or recovery support Services; and
- IV. Transition planning that addresses the Individual's needs and goals.

b. Performance Requirements

- (1) A Provider delivering A&D 66 Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.
- (2) The quality of A&D 66 Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures and may recommend additional actions to improve quality.
 - (a) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
 - (b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.
 - (c) **Utilization:** Utilization requirements for Individuals receiving continuum of care services (non-detox) will be identified in a Special Condition, subject to a particular line in Exhibit C, "Financial Assistance Award."

- (d) **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
- (e) **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.
- (f) **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 day retention, whichever comes first.
- (g) **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- (h) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within 7 calendar days after: (A) hospitalization for mental illness; or (B) any facility-based Service defined as residential.
- (i) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
- (j) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
- (k) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:
 - A. Housing Status: If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
 - B. Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as

the number of Individuals who become employed, as indicated by a change in employment status, against the number of Individuals with a goal of becoming employed.

- C. School Performance: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
- D. Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to amhcontract.administrator@dhsola.state.or.us written quarterly summary reports on the delivery of A&D 66 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
Description of the delivery of A&D 66 Services provided to individuals who are not enrolled in MOTS at the time of their participation in Prevention, Education, or Outreach Service delivery, as described in this Service Description. Cases without evidence of treatment engagement in the clinical record do not count toward the Service delivery requirement, except as listed above for Prevention, Education, and Outreach.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements

Use Payment and Settlement language.

9. Service Name: **SUBSTANCE USE DISORDER RESIDENTIAL & DAY TREATMENT CAPACITY**

Service ID Code: **A&D 67**

a. **Service Description**

Substance Use Disorder (SUD) Residential and Day Treatment Capacity (A&D 67) is for housing/lodging services for indigent, underfunded, or Medicaid-eligible Individuals who are enrolled in SUD adult or youth residential services or day treatment services where housing/lodging services are provided. A&D 67 Services provide a structured environment for an Individual on a 24-hour basis consistent with Level II and Level III of the American Society of Addiction Medicine (ASAM) patient placement criteria and transfer and continuity of care set forth in OAR 309-018-0135 through 309-018-0155 and 309-019-0135 through 309-019-0140, as such rules may be revised from time to time, are appropriate to the Individual's needs and include housing and food services.

Housing/lodging services includes;

- (1) Bed with a frame and clean mattress;
- (2) Pillow(s);
- (3) Linens; sheets, pillowcases, and blankets;
- (4) Bath towel and wash cloth;
- (5) Private dresser or similar storage area for personal belongings;
- (6) Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);
- (7) Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and
- (8) Rent/Utilities (no additional charges to Individual while in treatment).

b. **Performance Requirements**

Providers of A&D 67 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0215 and OAR 309-019-0100 through 309-019-0220, as such rules may be revised from time to time. Providers of A&D 67 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

10. **Service Name:** **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

a. Service Description

- (1) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:
 - (a) Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and
 - (b) Prevent Problem Gambling.
- (2) The goals and outcomes for County's A&D 80 Services must be described in County's OHA approved Problem Gambling Prevention Implementation Plan, completed using the form located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>; and submitted electronically to OHA at: amhcontractadministrator@dhsosha.state.or.us. County's A&D 80 Services will be monitored and evaluated on the basis of the County's effectiveness in achieving the goals and outcomes identified in the OHA approved County Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.

b. Performance Requirements

- (1) County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, who shall be responsible for:
 - (a) Implementation plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Planning frameworks shall demonstrate the following: assessment of current status of the problem, desired outcome, strategic plan to meet outcome; and evaluation plan;
 - (b) Utilizing community assessment to identify trackable outcome measurements within implementation plan;
 - (c) Implementing problem gambling prevention activities each quarter related to their identified goals in their implementation plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;
 - (d) Monitoring, implementation, evaluation and oversight of the Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting it electronically to OHA through the Problem Gambling Prevention Data Collections System at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>;
 - (e) Preparation of reports, as described in the "Special Reporting Requirements" section below;

- (f) Oversight and coordination of A&D 80 Services, activities, and programs provided in the County;
 - (g) Completion of Problem Gambling Prevention Coordinator Training Series requirements within two years from the date of hire. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pges/Prevention.aspx>;
 - (h) Attend a minimum of 15 hours of OHA Problem Gambling Services approved trainings per biennium, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
 - (i) Development and adoption of a comprehensive written policy, on gambling in the workplace; and.
 - (j) Participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule for visit, located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.
- (2) In accordance with OHA's Trauma Informed Care (TIC) Policy, as described in Exhibit D, "Special Terms and Conditions," County's CMHP providing A&D 80 Services shall have: a TIC plan; TIC as a core principle in CMHP's policies, mission statement, and written program/service information; initiated and completed an agency self-assessment; and a quality assurance structure/process to further develop and sustain TIC.
- (3) The Problem Gambling Prevention Implementation Plan shall include details of the Services to be provided by County and must include as many of the Six Center for Substance Abuse Prevention (CSAP) Strategies as possible (e.g. Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities, and Environmental Strategies). The Six CSAP Strategies with Examples may be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.

County shall not spend greater than 25% of their total allocation on the purchase of a product or supply unless preauthorized by OHA Problem Gambling Prevention Specialist. Problem Gambling Prevention funds are intended to support FTE for the integration and direct service of problem gambling prevention services.

The financial assistance awarded to County for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the County's Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County's Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.

Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County's current Problem Gambling Prevention Implementation Plan.

c. Special Reporting Requirements

- (1) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis through the Oregon Problem Gambling Prevention Data Collection System, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>, no later than 45 calendar days following the end of each quarter November, February, May, and August, with respect to Services provided in the prior quarter.
- (2) Trauma Informed Care (TIC): County shall submit a written report related to trauma informed care activities, process or needs to OHA upon request.
- (3) County shall notify OHA Statewide Problem Gambling Prevention and Outreach Specialist within 10 business of any changes related to designated Problem Gambling A&D 80 Services program staff. Notification shall be sent to pgs.support@dhsosha.state.or.us.

d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

11. **Service Name:** **PROBLEM GAMBLING TREATMENT SERVICES**
Service ID Code: **A&D 81**

a. Service Description

- (1) For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.
 - (a) A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to:
 - i. clinically significant impairment or distress, as indicated by the Individual exhibiting one or more diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders; or
 - (b) A diagnosis of relationship distress with spouse or intimate partner; a diagnosis of relational problems or problems related to psychosocial circumstances; or diagnosis of stressful life events affecting family and household, as listed within the most current version of the International Classification of Disease (ICD), as it relates to problem gambling.
- (2) Problem Gambling Treatment Services (A&D 81 Services) are as follows:
 - (a) Outpatient A&D 81 Services provide problem gambling assessment, treatment, and rehabilitation services, delivered on an outpatient basis or intensive outpatient basis to Individuals and those in relationships with Individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. Outpatient A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services, in response to crisis for the Individual, and may include individual, group, couple, and family counseling.
 - (b) "Session" or "treatment session" means A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).
 - (c) Client-finding/referral pathway development and maintenance: Treatment-specific outreach is targeted outreach for which the primary purpose is to get disordered and problem gamblers and, if appropriate, their family members into treatment through screening, identification and referrals from entities such as social service, allied health, behavioral health and criminal justice organizations.
 - (d) In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs and/or SUD's treatment programs within County or subcontractors with screening, identification and referral to A&D 81 Services.

- (e) A&D 81 Services are to be made available to any Oregon resident with a Gambling Disorder or diagnosis of relational problem as defined above. A&D 81 Services to out-of-state residents are permissible if the presenting Gambling Disorder or relational problem diagnoses are reported as primarily related to an Oregon Lottery product. Providers must request a waiver, to provide Services to out of state residents, using the Out of State Variance Form, located at: <https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>, and submitting the request to OHA electronically at the email address provided on the form.

b. Performance Requirements

- (1) County shall maintain Certification, as provided under OAR 309-008-0100 through 309-008-1600 “Certification of Behavioral Health Treatment Services,” for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 “Outpatient Behavioral Health Services,” as such rules may be revised from time to time.
- (2) County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 81 Services fails to meet any of the performance requirements, the specific performance requirements that are out of compliance will be reviewed at a specifically scheduled performance requirement site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 81 Services are as follows:

- (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 81 Services and the first offered service appointment must be 5 business days or less for at least [90%] of all Individuals receiving A&D 81 Services funded through this Agreement.
- (b) **Client Satisfaction:** The percent of Individuals receiving A&D 81 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Client satisfaction surveys must be completed by no less than [50%] of total enrollments.
- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 81 Services who actively engage in treatment for at least 10 clinical sessions must be at least [40%].

- (e) **Successful Completion:** The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must be at least [35%] (unadjusted rate). Successful completion of problem gambling treatment is defined as Individuals who have: (a) achieved at least [75%] of short-term treatment goals; (b) completed a continued wellness plan (i.e., relapse prevention plan); and (c) lack of engagement in problem gambling behaviors for at least [30] consecutive days prior to successful completion of A&D 81 Services.
- (f) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete a client enrollment survey must not be less than [95%.]
- (g) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County's CMHP providing A&D 81 Services shall have a TIC plan and have TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

(3) Technical Assistance and Program Development

- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (c) County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include engagement, education, screening, identification and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model, which can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (d) A&D 81 Services are limited to [12] months per Individual. This Service limitation will count [12] consecutive months, starting with the Individual's enrollment date. Individuals must have been out of Service for a minimum of [90] consecutive days prior to any re-enrollment in the state system.

Providers may request a waiver of the [12] month Service limitation by completing the Length of Stay Variance Form, located at:<https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>, and submitting the form to OHA electronically at the email address provided on the form. The request for a waiver must

be received no less than 30 calendar days prior to exceeding the [12] month Service limitation period and shall include the clinical need for a waiver and a treatment plan indicating the requested length of time to complete the plan. Waivers, if approved, will be for fixed periods of time.

- c. Continuing care or aftercare is limited to [12] months per Individual and provided upon successful completion of gambling treatment Services. This Service limitation will continue [12] consecutive months starting with the Individual's termination or discharge date. Special Reporting Requirements

County shall notify OHA Problem Gambling Treatment and Recovery Specialist within 10 business days of any changes related to designated Problem Gambling A&D 81 Services program staff. Notification shall be sent to pgs.support@dhsosha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services. Information to be submitted to OHA/PGS management information system provider. All Providers of A&D 81 Services shall comply with the current OHA designated and approved problem gambling treatment data collection system and manual located at

<https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>.

- (1) Intake Data: The enrollment record abstracting form and the gambling client survey must be collected and submitted within [14] calendar days of the first face-to-face treatment contact with an Individual.
- (2) Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 81 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format. Files transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2020), and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Services, personnel rendering Services (including their name, credentials and signature), and a clinical note that includes a description of the session .

Providers are expected to reconcile encounter data reports and correct any errors within 30 calendar days of receipt of encounter data report from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

- (4) Discharge Data: Discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.
- (5) Trauma Informed Care (TIC): County shall submit a written report related to trauma informed care activities, process, or needs to OHA upon request.

(4) Financial Assistance Calculation, Disbursement, Confirmation of Performance and Reporting Requirements, & Provider Audit Procedures

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

- (a) OHA will provide financial assistance for A&D 81 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (b) OHA will not make multiple financial assistance disbursements for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session.
- (c) Providers of A&D 81 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (d) Provider Audits: Providers receiving funds under this Agreement, for A&D 81 Services, are subject to audits of all funds applicable to A&D 81 Services rendered. The purpose of these audits is to:
 - i. Require proper disbursements were made for covered A&D 81 Services;
 - ii. Recover over-payments;
 - iii. Discover any potential or actual instances of fraud and abuse; and
 - iv. Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" above.

Providers may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

- (e) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 81 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, "Financial Assistance Award," OHA may amend the amount of funds awarded for A&D 81 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

12. **Service Name:** **PROBLEM GAMBLING RESIDENTIAL SERVICES**
Service ID Code: **A&D 82**

a. Service Description

For purposes of this A&D 82 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

- (1) Problem Gambling Residential Services (A&D 82 Services) are Services that provide problem gambling assessment, treatment, rehabilitation, and 24-hour observation monitoring for Individuals with a Gambling Disorder.
- (2) Referral to A&D 82 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 82 Service provider.
- (3) A&D 82 Services are to be made available to any Oregon resident with a Gambling Disorder, as defined above. A&D 82 Services to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product.

b. Performance Requirements

- (1) County shall maintain a License as provided under OAR 415-012-0000 through 415-012-0090, "Licensure of Substance Use Disorder and Problem Gambling Residential Treatment and Recovery Services," and provide gambling treatment residential services, in accordance with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services," as such rules may be revised from time to time.
- (2) County shall meet the performance standards, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 82 Services fails to meet any of the performance standards, the specific performance standards that are out of compliance will be reviewed at a specifically scheduled performance standards site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the "Special Reporting Requirements" section below.
 - (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 82 Services and the first offered service appointment must be 10 calendar days or less for at least [90%] of all Individuals receiving A&D 82 Services funded through this Agreement.
 - (b) **Client Satisfaction:** The percent of Individuals receiving A&D 82 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must

not be less than [85%.] Client satisfaction surveys must be completed by no less than [85%] of total enrollments.

- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 82 Services who actively engaged in treatment for [25] or more consecutive days must be at least [40%].
- (e) **Successful Completion:** The percent of all Individuals receiving A&D 82 Services who successfully complete treatment must be at least [70%.] Successful Completion of problem gambling treatment is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact with a treatment professional, including a scheduled appointment, in their local community for continuing care; (b) have achieved at least [75%] of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).
- (f) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 82 Services who complete a client enrollment survey must not be less than [95%.]
- (g) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County's CMHP providing A&D 82 services shall have a TIC plan and have TIC appear as a core principle in CMHP policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

(3) Technical Assistance and Program Development

- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/pages/Treatment.aspx>.
- (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 82 Services program staff. Notification shall be sent to pgs.support@dhsosha.state.or.us. County shall submit the following information to OHA regarding Individuals receiving A&D 82 Services. Information to be submitted to, OHA/PGS approved management information system. ~~n-contractor~~. All Providers of A&D 82 Services shall comply with the current OHA designated and approved problem gambling treatment data collection system and manual, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (1) **Intake Data:** The enrollment record abstracting form and the gambling client survey must be collected and submitted within 14 calendar days of the first face-to-face treatment contact with an Individual.
- (2) **Client Consent Form:** A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) **Encounter Data Reporting Requirements:** All Providers of A&D 82 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved “837” format. Files transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2020) and the words “Gambling Encounter Data.”

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note that includes a description of the session.

Providers are expected to reconcile encounter data reports and correct any errors within 30 calendar days of receipt of encounter data report from OHA’s management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

- (4) **Discharge Data:** Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.
- (5) **Trauma Informed Care:** County shall submit written report related to trauma informed care activities, process, or needs to OHA upon request.

d. **Financial Assistance Calculation, Disbursement, Settlement, & Provider Audit Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (1) OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <http://www.oregonpgs.org/treatment/billing-codes-and-rates/>, as it may be revised from time to time.
- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
 - (a) Require proper disbursements were made for covered A&D 82 Services;
 - (b) Recover over-payments;
 - (c) Discover any potential or actual instances of fraud and abuse; and
 - (d) Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" above.

Providers may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

- (4) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 82 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, "Financial Assistance Award," OHA may amend the amount of funds awarded for A&D 82 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

13. Service Name: PROBLEM GAMBLING RESPITE TREATMENT SERVICES

Service ID Code: A&D 83

a. Service Description

For purposes of this A&D 83 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

Problem Gambling Respite Treatment Services (A&D 83 Services) are problem gambling treatment Services designed to supplement outpatient Problem Gambling Treatment Services (A&D 81 Services). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

- (1) The specific A&D 83 Services that may be delivered with funds provided through this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:
 - (a) Secure Residential Treatment Facility (1-14 days residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, "Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders".
 - (b) Respite Care Service (1-14 days residential care at an alcohol and drug treatment facility): Providers of this Service must have:
 - i. OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;" and
 - ii. A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 "Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services."
- (2) Referral to A&D 83 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 83 Service provider.
- (3) A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out of state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product.

b. Performance Requirements

County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 83 Services fails to meet any of the specified performance requirements, the specific performance requirements out of compliance will then be reviewed at a specifically scheduled performance standards site review or OHA may deny invoiced allotments based on insufficient data or performance requirements identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 83 Services are as follows:

- (1) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be 5 business days or less for at least [100]% of all Individuals receiving A&D 83 Services funded through this Agreement.
 - (2) **Successful Completion:** The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who: (a) are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or (b) have been transferred to residential gambling treatment Services.
 - (3) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 83 Services who complete a client enrollment survey must not be less than [95]%.
 - (4) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County’s CMHP providing A&D 83 Services shall have a TIC plan and have TIC appear as a core principle in CMHP’s policies, mission statement, and written program/service information. County’s CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.
- (c) **Technical Assistance and Program Development**
- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff. Notification shall be sent to pgs.support@dhsosha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. Information to be submitted to OHA/PGS management information system provider. All Providers of A&D 83 Services shall comply with the current OHA approved problem gambling treatment data collections system. User Manual located at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (1) **Intake Data:** The enrollment record abstracting form and the gambling client survey must be collected and submitted within 14 calendar days of the first face-to-face treatment contact with an Individual.
- (2) **Encounter Data Reporting Requirements:** All Providers of A&D 83 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved “837” format. Files to be transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2020), and the words “Gambling Encounter Data.”

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim, must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Services (including their name, credentials and signature), and a clinical note that includes a description of the session.

- (3) **Discharge Data:** Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.
- (4) **Trauma Informed Care (TIC):** County shall submit a written report related to trauma informed care activities, process or needs to OHA upon request.

d. **Financial Assistance Calculation, Disbursement and Provider Audit Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (1) OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in

the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.

- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
 - (a) Require proper disbursements were made for covered A&D 82 Services;
 - (b) Recover over-payments;
 - (c) Discover any potential or actual instances of fraud and abuse; and
 - (d) Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" above.

Providers may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

14. Service Name: **PROBLEM GAMBLING, CLIENT FINDING/REFERRAL
PATHWAYS OUTREACH SERVICES**

Service ID Code: **A&D 84**

a. **Service Description**

A&D 84 Services is defined as Specific Outreach with the primary purposes of getting problem gamblers and/or family members enrolled in Problem Gambling Outpatient Treatment Services (A&D 81 Services).

The specific A&D 84 Services that may be delivered with funds provided under this Agreement are as follows:

- (1) Outreach aimed at increasing the number of clients receiving outpatient treatment services;
- (2) Targets a specific vulnerable population;
- (3) Involves repeated contact and the development of a relationship with another professional provider; and
- (4) Increases the number of Individuals that are assessed and referred to County problem gambling treatment programs.

A&D 84 - Services may be delivered by problem gambling treatment or prevention professionals.

b. **Performance Requirements**

- (1) County shall designate a Problem Gambling, Client Finding/Referral Pathways Outreach specialist, who shall be responsible for:
 - (a) Development and implementation of Biennial Problem Gambling, Client Finding/Referral Pathway Outreach Strategic Plan.
 - (b) Overseeing and coordinating A&D 84 Services provided in the County; and
 - (c) Preparing the quarterly and annual reports as described in the "Special Reporting Requirements" section below.

c. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Description of results in achieving the goals and outcomes set forth in the Biennial Problem Gambling, Client Finding/Referral Pathways Outreach Strategic Plan.
- (2) Description of the activities, appraisal of activities, and expenses during the preceding quarter in providing A&D 84 Services.

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written annual report on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject year for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit E, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.

15. Service Name: **SYSTEM MANAGEMENT AND COORDINATION**
Service ID Code: **MHS 01**

a. **Service Description**

As identified in OAR 309-014-0010 the purpose of a Community Mental Health Program (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

System Management and Coordination (MHS 01 Services) is the central management of a Mental Health Services system for which financial assistance is included in Exhibit C, "Financial Assistance Award," of this Agreement.

County shall establish and maintain a structure for meaningful system design and oversight that includes involvement by Individuals and families across all ages that have or are receiving Mental Health Services.

System design and oversight must include:

- (1) Planning;
- (2) Implementation;
- (3) Monitoring;
- (4) Documentation of Service delivery in compliance with state and federal requirements;
- (5) Contract and subcontract negotiation and monitoring;
- (6) Coordination with state hospital Services;
- (7) Evaluation of Services and supports; and
- (8) Involvement in activities that focus on:
 - (a) Resource allocation;
 - (b) Outcomes;
 - (c) Quality improvement; and
 - (d) Advisory councils.

b. **Performance Requirements**

County shall provide, but is not limited to, the following:

- (1) In providing MHS 01 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.
- (2) Provide pre-commitment Services to include, but not limited to:
 - (a) A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the Individual's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as established by OAR 309-033-0920) who has not provided to the Individual any crisis Services.

- (b) The development of a treatment plan to:
 - i. Divert an Individual from a commitment hearing; or
 - ii. If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.
- (3) Assigning and placing a committed Individual in a treatment Service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under County's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
- (4) Ensuring that all legal procedures are performed as required by statute and administrative rule.
- (5) Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR 407-045-0000 through 407-045-0955, as such statutes and rules may be revised from time to time.

c. **Special Reporting Requirements**

None.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

16. **Service Name:** **AID AND ASSIST CLIENT SERVICES**
Service ID Code: **MHS 04**

a. Service Description

MHS 04 – Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant’s capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. These Services are required to restore an Individual’s ability to aid and assist in their own defense, before the Individual can stand trial. Primary population for community Restoration Services are Individuals who are unable to aid and assist in their own defense due to a primary “mental disease or defect” (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

(1) Restoration Services include:

- (a)** Providing the Individual with the education necessary to best facilitate the Individual’s return to capacity including, but not limited to:
 - i.** Skills training regarding court room procedures, roles, language and potential outcomes of the court process;
 - ii.** Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and
 - iii.** Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.
- (b)** Coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the Individual is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:
 - i.** Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;
 - ii.** Collaboration and coordination with community corrections;
 - iii.** Consultation to the County Mental Health Court, if Mental Health Court is available in the service area;
 - iv.** Participation in Mental Health and Law Enforcement collaboration meetings; and
 - v.** Communication of court ordered requirements, limitations, and court dates.
- (c)** Assist the Individual in accessing community supports that will promote recovery and community integration, including, but not limited to:
 - i.** Case management;
 - ii.** Skills training;

- iii. Crisis services;
 - iv. Individual or group therapy;
 - v. Alcohol and drug addiction treatment; and
 - vi. Psychiatric prescription management and medication education.
- (d) Administrative activities related to the Restoration Services described above, including but not limited to:
- i. Reporting of the Individual's compliance with the conditional release requirements through monthly reports to appropriate court; and
 - ii. Providing interim quarterly reports for the purpose of communicating current status of Individuals to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.
- (2) The County shall allocate reasonable staffing within available funding to meet the needs of the community and provide the necessary Services as described in subsection a. above.

b. Performance Requirements

Providers of MHS 04 Services funded through this Agreement:

- (1) Shall comply with ORS 161.365, ORS 161.370, OAR 309-088-0105, OAR 309-080-0115, OAR 309-088-0125, and OAR 309-088-0135, as such statutes and rules may be revised from time to time; and
- (2) May reasonably use funds to improve outcomes and services for Individuals found unfit to proceed by improving systems and collaboration effecting this population.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports on the delivery of MHS 04 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. Each quarterly report shall provide the following information per month for each subject quarter:

- (1) For Individuals who have a community consultation completed, provide the following information:
 - (a) Individuals' name;
 - (b) Gender;
 - (c) Date of birth

- (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living Situation;
 - (h) Consultation referral date;
 - (i) Consultation face-to-face date;
 - (j) Date the findings report was provided to the court;
 - (k) Recommendation from the findings report provided to the court; and
 - (l) Court's determination on Individual's placement.
- (2) For Individuals who are engaged in community-based restoration services, provide the following information:
- (a) Individual's name;
 - (b) Gender;
 - (c) Date of birth
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living situation;
 - (h) Beginning date of restoration services; and
 - (i) Description of services provided.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

17. Service Name: **ASSERTIVE COMMUNITY TREATMENT SERVICES (ACT)**
Service ID Code: **MHS 05**

a. **Service Description**

(1) **Definitions:**

- (a) **Assertive Community Treatment (ACT)** means an evidence-based practice designed to provide comprehensive treatment and support Services to Individuals with Serious and Persistent Mental Illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least 2 case managers, and are designed to meet the Individual's needs and to help keep the Individual in the community and out of a structured service setting, such as residential or hospital care. ACT is characterized by:
- i. Low client to staff ratios;
 - ii. Providing Services in the community rather than in the office;
 - iii. Shared caseloads among team members;
 - iv. 24-hour staff availability;
 - v. Direct provision of all Services by the team (rather than referring Individuals to other agencies); and
 - vi. Time-unlimited Services.
- (b) **ACT-Eligible Individual** means an Individual who meets ACT Admission Criteria established in OAR 309-019-0245.
- (c) **Competitive Integrated Employment** means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (d) **Division Approved Reviewer** means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA's contracted entity responsible for conducting

ACT fidelity reviews, training, and technical assistance to support new and existing ACT Programs statewide.

- (e) **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an Individual 18 years of age or older:
- i. Schizophrenia and other psychotic disorders;
 - ii. Major depressive disorder;
 - iii. Bipolar disorder;
 - iv. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - v. Schizotypal personality disorder; or
 - vi. Borderline personality disorder.

(2) **Services:**

- (a) ACT is an evidence-based practice for Individuals with SPMI. ACT is characterized by:
- i. A team approach;
 - ii. Community based;
 - iii. A small client-to-staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;
 - iv. Time-unlimited Services;
 - v. Flexible Service delivery;
 - vi. A fixed point of responsibility; and
 - vii. 24/7 crisis availability.
- (b) MHS 05 Services include, but are not limited to:
- i. Hospital discharge planning;
 - ii. Case management;
 - iii. Symptom management;
 - iv. Psychiatry services;
 - v. Nursing services;
 - vi. Co-occurring substance use and mental health disorders treatment services;
 - vii. Supported Employment (reference OAR 309-019-0275 through 309-019-0295);
 - viii. Life skills training; and
 - ix. Peer support services.

- (c) The ACT Program is intended to serve Individuals (18 year old or older) with SPMI and who meet ACT Program admission criteria as described in OAR 309-019-0245.
- (d) A Provider delivering MHS 05 Services with funds provided through this Agreement may not use MHS 05 Services funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
- (e) An ACT Program includes the following staff members:
 - i. Psychiatrist or Psychiatric Nurse Practitioner;
 - ii. Psychiatric Nurse(s);
 - iii. Qualified Mental Health Professional (QMHP) ACT Team Supervisor;
 - iv. Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;
 - v. Substance Abuse Treatment Specialist;
 - vi. Employment Specialist;
 - vii. Housing Specialist;
 - viii. Mental Health Case Manager; and
 - ix. Certified Peer Support Specialist.

b. Performance Requirements

County shall provide MHS 05 Services in a manner that meets minimum fidelity requirements and adheres to all standards in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver MHS 05 Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 05 Services.

The County shall work with their respective CCO to increase the number of eligible Individuals, with SPMI, served by ACT Team(s). If 10 or more Individuals in a County's region have been referred, are eligible and appropriate for MHS 05 Services, and are on a waiting list for more than 30 calendar days to receive MHS 05 Services, the County shall work with their appropriate CCO to take action to reduce the waitlist and serve those Individuals by:

- (1) Increasing team capacity to a size that is still consistent with fidelity standards; or
- (2) Adding additional ACT Team(s).

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary reports on the delivery of MHS 05 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Individuals served;
- (2) Individuals who are homeless at any point during a quarter;
- (3) Individuals with safe stable housing for 6 months;
- (4) Individuals using emergency departments during each quarter for a mental health reason;
- (5) Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;
- (6) Individuals hospitalized in an acute care psychiatric facility during each quarter;
- (7) Individuals in jail at any point during each quarter;
- (8) Individuals receiving Supported Employment Services during each quarter;
- (9) Individuals who are employed in Competitive Integrated Employment; and
- (10) Individuals receiving MHS 05 Services who are not enrolled in Medicaid Referrals and Outcomes, including the following:
 - (a) Number of referrals received during each quarter;
 - (b) Number of Individuals accepted during each quarter;
 - (c) Number of Individuals admitted during each quarter; and
 - (d) Number of Individuals denied during each quarter and the reason for each denial.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

18. **Service Name:** **CRISIS AND ACUTE TRANSITION SERVICES (CATS)**

Service ID Code: **MHS 08**

a. Service Description

MHS 08 –Crisis and Acute Transition Services (CATS) are designed to provide a community-based alternative to Emergency Department “boarding” for children, youth, and young adults (Individuals) in need of acute psychiatric treatment, who are awaiting inpatient psychiatric hospitalization.

The program includes and requires brief crisis services, stabilization, and transition to community-based supports and services when Individuals from birth through 24 years of age present to emergency departments or crisis centers and are at risk of admission for psychiatric or behavioral crises. Programs must serve all Individuals presenting in the settings indicated above, including those with public, private, or no insurance.

b. Performance Requirements

- (1) **Eligible Population:** Individuals from birth through 24 years of age who have symptoms consistent with psychiatric or serious emotional disorders, and present at program partner Emergency Departments or community crisis centers (those that have a contractual agreement with the OHA Contract holder or County). This includes Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program. Programs are expected to maximize this funding to enhance an existing continuum of crisis and acute care for Individuals and families through the provision of the elements listed below.
- (2) **Clinical, Social, and Residential Services Provided:**
 - (a) These Services are appropriate when the Individual is given a mental health and safety assessment, has reached an established level of acuity (through administration of a standardized acuity measure), and it is deemed safe, appropriate, and optimal to refer them to a CATS program.
 - (b) Clinical Services normally last up to 45 calendar days, or as long as is necessary to provide the Individual and their family with sufficient stabilization and support to establish strong connectivity with community-based supports.
 - (c) Initial contact from the clinical team will occur within 1-3 hours of the referral. Within 72 hours of the referral, both the family partner and the clinical team will meet with the Individual and family together. Contacts should be as frequent as is necessary for the goals of the project to occur, in person as much as possible, but no less than twice per week.
- (3) CATS programs are team-based. Each team provides an array of recovery-oriented agency or community-based services and supports, including, but not limited to:

- (a) Functioning as a collaborative unit, sharing duties, information and support for each Individual and family. This requires ongoing and frequent communication, supportive interagency processes, and intentional organization to support the provision of CATS as a model of coordinated care. The work is organized and agreed upon through a Memo of Understanding (MOU) between each program's partners, to be submitted to OHA within 45 calendar days of the execution of the contract. Hospitals must be partners in the service design and delivery;
- (b) Conducting assessment, that includes mental health assessment, safety assessment, acuity level and safety plan prior to discharge from crisis center or emergency department;
- (c) Alleviating the immediate crisis through connections to the family and Individual, and work with mental health team members;
- (d) Providing CATS Guidebook for Families, or the equivalent, describing to the Individual and family the anticipated experience in the CATS program, and providing Individuals and families with relevant and individualized psycho-social information. An equivalent resource means a guide or booklet (print or online) which includes all items listed in the Family Transition Inventory/Checklist, and which has been reviewed and approved by OHA and OHSU staff. OHA staff will contact Contractor via email to notify Contractor of approval;
- (e) Establishing with the family and Individual a transition plan designed to safely prevent readmission to the emergency department, and improved access and connectivity to community resources;
- (f) Conducting a closing meeting (in-person or via phone) must be completed with the family prior to transitioning care, and data must be collected at this meeting. If the team is unable to have a closing meeting with the family, documentation explaining the circumstances is required;
- (g) Participation in collaborative state-wide efforts to establish shared programmatic standards, expectations for results and services, and key reporting requirements; and
- (h) Specific services associated with the required elements must include, but are not limited to:
 - i. Suicide-Related Interventions: Safety assessment, Counseling On Lethal Means (CALM), and lethal means counseling where needed;
 - ii. Family and Young Adult Peer Support;
 - iii. Access to and coordination of immediate resources;
 - iv. Brief mental health therapy provided during CATS participation;

- v. Rapid access to psychiatric and counseling services;
- vi. Transition to existing health and community resources; and
- vii. Use of linguistically and culturally appropriate materials for the Individual and family, necessary for them to understand and to participate fully in the CATS program.

(4) Who Can Provide These Services:

- (a) Family and youth peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Professional (QMHP), mental health therapists, and skills trainers;
 - (b) Programs must provide dedicated CATS staff and family partners. Those individuals are presented to the Individual and family as a combined resource that is the cornerstone of the CATS model;
 - (c) Recommended supplemental training might include supplemental peer and clinical training in crisis response, use of the CATS Guidebook for Families, use of the Oregon Health Sciences University (OHSU) RedCap survey, and any others that would enhance work with families in crisis; and
 - (d) Staff working in the programs must have training in suicide prevention and intervention strategies, and Trauma Informed Care (TIO), and must be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (5)** Setting(s) for service delivery: Emergency departments, crisis centers, provider sites, homes, and community settings. Locations as preferred by the Individual and family, and family-inclusive safety planning.
- (6)** County is required to monitor sub-contracted Services and provide initial copies of the sub-contract to OHA staff, and work with OHA staff to devise an ongoing monitoring process.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County or sites providing MHS 08 Services directly to Individuals shall submit data quarterly, as specified by OHA, directly to the Oregon Health & Science University (OHSU) RedCap Data System.

Programs are expected to meet data reporting requirements to input data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team. This includes timely collection and submission of outcome-based measures for each Individual in the program, including but not limited to, demographic and presenting referral information, KIDSCREEN-10, Crisis Assessment Tool, intervention details, and transition plan details.

- (1) Survey data that includes, but is not limited to, the following:
 - (a) Client demographics;
 - (b) Presenting diagnosis and issues;
 - (c) Diversions;
 - (d) Re-admissions;
 - (e) Response time;
 - (f) Connectivity with peer support;
 - (g) Initial contacts;
 - (h) Frequency of contact;
 - (i) Transitional service referrals; and
 - (j) Other information deemed beneficial to the development of the Service.
- (2) Programs are required to encourage and enable CATS program participants, both Individuals and family members, to participate in a follow-up study. Staff from OHSU Child and Adolescent Psychiatry Unit will follow-up with CATS participants at exit and at established post exit interviews. Data from follow-up interviews will be shared with program teams and agencies with the goal of improved services.
- (3) Programs will submit annual budget reports to OHA, detailing funds spent on specific services, staffing, administrative costs, and other costs associated with the program. In addition, programs will be asked to describe the other types of funding and insurance payments used to conduct program services.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

19. **Service Name:** **JAIL DIVERSION SERVICES**
Service ID Code: **MHS 09**

a. **For purposes of this Service Description, the following definitions apply:**

- (1) **Jail Diversion Services**, as defined by the Oregon Performance Plan, means community-based Services that are designed to keep Individuals with behavioral health issues out of the criminal justice system and, instead, supported by other community-based services, such as mental health services, substance abuse services, employment services, and housing. Jail Diversion Services are intended to minimize contact with law enforcement, avoid jail time, and/or reduce jail time. These Services are intended to result in the reduction of the number of Individuals with mental illness in the criminal justice system or the Oregon State Hospital.
- (2) **SPMI** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
 - (a) Schizophrenia and other psychotic disorders;
 - (b) Major Depressive Disorder;
 - (c) Bipolar Disorder;
 - (d) Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
 - (e) Schizotypal Personality Disorder; or
 - (f) Borderline Personality Disorder.

b. **Service Description**

MHS 09 Jail Diversion Services increase Mental Health's interaction with Individuals with Serious and Persistent Mental Illness (SPMI) who are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

c. **Performance Requirements**

All Providers shall adopt the "**Sequential Intercept Model**" (SIM), and incorporated by reference herein, through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All Providers shall use the SIM to identify and intervene upon "points of interception" or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking MHS 09 Services:

- (1) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
- (2) Create opportunities for Individuals to access housing in addition to vocational and educational services;
- (3) Provide support services to prevent or curtail relapses and other crises;
- (4) Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
- (5) Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

d. **Reporting Requirements**

See Exhibit E, 10.

e. **Special Reporting Requirements**

County shall prepare and electronically submit through secure e-mail as described in the Security and Privacy Agreement, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 09 Services no later than 45 calendar days from the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to, the following:

- (1) For Individuals receiving MHS 09 Services, report the following:
 - (a) Individuals name;
 - (b) Gender;
 - (c) Date of birth;
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Whether the Individual has an SPMI diagnosis;
 - (h) Identify whether the Individual received pre or post booking Services;
 - (i) Number of times Individual was arrested during the reporting period;
 - (j) Charges Individual was arrested for during the reporting period; and
 - (k) Description of Service provided.

- (2) Report the number of incidences where charges were dismissed or dropped as a result of MHS 09 Services.
- (3) Report the number of crisis consultations provided by mental health staff in pre-booking diversions.
- (4) Provide a detailed description of any MHS 09 Service created prior to the current reporting period.
- (5) Provide information regarding any activities related to MHS 09 Services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

f. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

20. Service Name: **MENTAL HEALTH PROMOTION AND PREVENTION SERVICES**

Service ID Code: **MHS 10**

a. **Service Description**

MHS 10 Mental Health Promotion and Prevention Services are directed at changing common influences on the development of Individuals across their lifespan, reducing risk factors, and increasing protective factors, and is designed to target universal, selected, and indicated populations based on risk.

MHS 10 Services are interventions that aim to enhance an Individual's abilities to achieve developmentally appropriate tasks (competence), a positive sense of self-esteem, mastery, well-being, social inclusion, and strengthen their ability to cope with adversity.

Services shall be trauma informed and support the expansion of Mental Health Promotion and Prevention by strengthening the determinants of mental health and wellness, including the development of health communities, individual skill development, improved social emotional competence, and decreasing risk factors associated with negative mental health outcomes, such as adverse childhood experiences.

b. **Performance Requirements**

County shall prepare and submit to OHA for approval within 30 calendar days of the effective date of this Agreement, a written plan outlining how services as listed below will be provided using funds received through this Agreement.

(1) County shall:

- (a) Strengthen the existing Mental Health Promotion and Prevention Services infrastructure, or build and develop new infrastructure.
- (b) Support the Institute of Medicine Mental Health Promotion Classifications in the Continuum of Care Model.
 - i. Development and maintenance of healthy communities: Conduct interventions that may include, but are not limited to community safety promotion, violence reduction, bullying prevention, community connectively, and resource dissemination activities;
 - ii. Skill development: Interventions that include, but are not limited to programs based in schools, community centers, and other community-based settings that promote social and emotional competence through activities that emphasize social connection, problem solving and development of self-regulation; and
 - iii. Social emotional competence: Interventions may include, but are not limited to developing or sustaining community infrastructure, parenting education, stress reduction classes, communication skills classes, grief and other post distress supports, divorce and other losses, and community-based activities of which promote inclusion.

- (c) Promote activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations, such as:
 - i. A commitment to work with the community-based organization to increase efficiency and broaden coordination of initiatives within, and crossing between, the community and health care settings to improve prevention and mental health promotion activities;
 - ii. A commitment to work with the community-based organization to continue the development of sustainable systems to address primary prevention and mental health promotion activities in the community and health system settings;
 - iii. A commitment to responsibility with experience engaging and providing mental health promotion services to communities of color, and in other underserved populations in a culturally and linguistically-appropriate manner; or
 - iv. Propose and implement joint strategies to sustain project work beyond the funding period, including the ability to engage other community organizations or stakeholders who will benefit from a healthier overall population, such as other public or commercial insurance carriers.

c. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written semi-annual (two times per year) detailed budget expenditure and service reports on the delivery of Mental Health Promotion and Prevention Services, no later than 45 calendar days following the end of each subject term for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall contain the following information:

- (1) An explanation of activities conducted during the reporting period, and how each activity is supported in the following interventions:
 - (a) Development and maintenance;
 - (b) Skill development; and
 - (c) Social emotional competence.
- (b) A description of how activities impacted Mental Health Promotion and Prevention Services.

d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation Requirements language.

21. **Service Name:** RENTAL ASSISTANCE PROGRAM SERVICES
Service ID Code: MHS 12

a. **Service Description**

MHS 12 Rental Assistance Program Services are intended to assist Individuals 18 years of age and older with Serious and Persistent Mental Illness (SPMI), as defined in OAR 309-036-0105 (13), and who meet one of the criteria listed below, in paying for rental housing to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

- (1) SPMI means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
 - (a) Schizophrenia and other psychotic disorders;
 - (b) Major Depressive Disorder;
 - (c) Bipolar Disorder;
 - (d) Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
 - (e) Schizotypal Personality Disorder; or
 - (f) Borderline Personality Disorder
- (2) Criteria in paying for rental housing requires at least one of the following conditions:
 - (a) Transitioning from the Oregon State Hospital;
 - (b) Transitioning from a licensed residential setting;
 - (c) Without supported housing, are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an Individual to live as independently as possible in their own home;
 - (d) Homeless as defined in 42 U.S.C. § 11302; or
 - (e) At risk of being homeless.

b. **Performance Requirements**

- (1) MHS 12 Services includes financial assistance for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; and the support service components including, but not limited to, financial budgeting, applying for mainstream housing resources (like Section 8), community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the community. These allotments shall not be used to pay any other staff

position, and these two MHS 12 funded positions will only perform work for this MHS 12 program.

- (2) MHS 12 Services financial assistance per Individual will be set by OHA and will not exceed the HUD Fair Market Rent (FMR). Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.
- (3) Move-in expense and barrier removal financial assistance will be based on the Individual's need and determined by the Program based on their program design as described in their application. Financial assistance for move-in and barrier removal costs may include cleaning and security deposits, pet deposits, outstanding utility bills, and other related costs as determined in the County's program design.
- (4) Rental housing units subject to this special project shall have an inspection, and pass the inspection prior to move-in, which shall be conducted by County or its contractor, based upon the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (5) County shall coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.
- (6) Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:
 - (a) Financial assistance for MHS 12 Services data collection and documentation of Service delivery in compliance with state and federal requirements; and
 - (b) Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program staff, office space, and other appropriate office expenses.
- (7) Utilization requirements for MHS 12 Services Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award."
- (8) County Compliance: No more than 25% of units in a building or complex of buildings is encouraged for Individuals with SPMI referred by the state, its contractors, or its subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SPMI. The remaining housing is available to all tenants, in conformance with Fair Housing and other related laws.
- (9) Compliance with criteria in the County's application, award letter, and this Agreement is equally binding.
- (10) County may only contract with subcontractors, subject to prior review and approval by OHA.

c. **Special Reporting Requirements**

- (1) County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 12 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) For financial use, each report shall provide the following information for the subject quarter totals:
 - (a) Amount expended for move-in and barrier removal services;
 - (b) Amount expended for housing rental;
 - (c) Amount expended for staff positions and administration; and
 - (d) The number of housing slots rent was paid for MHS 12 Individuals.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language. In addition:

- (1) Amounts due for Services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the "Special Reporting Requirements" section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award, is subject to the terms and limitations in this MHS 12 Service Description.
- (2) For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:
 - (a) Number of housing slots filled per month.
 - (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award;
 - (c) For quarter 3 through 8, County shall request the total MHS 122 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.
- (3) The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for MHS 12 Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a quarterly written invoice with required

attachments, as specified below, in the allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract #(your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this MHS 12 Service Description.

For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:

- (a) Number of housing slots filled per month;
- (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award.
- (c) For quarter 3 through 8, County shall request the total MHS 12 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.

22. **Service Name:** **SCHOOL BASED MENTAL HEALTH SERVICES**

Service ID Code: **MHS 13**

a. Service Description

County shall provide MHS 13 School-Based Mental Health Services to identified K-12 schools, that are not affiliated with a School-Based Health Center providing mental health services. County shall confirm that an appropriately qualified school based mental health service provider is available at identified schools. Counties shall provide appropriate levels of clinical supervision as set forth in OAR 309-019-0130 for school based mental health service providers. School Based Mental Health Services providers includes a state licensed or state Qualified Mental Health Professional (QMHP), licensed under state law to provide mental health services to children and adolescents.

School based mental health services are essential components of comprehensive learning supports. Access to school-based mental health services is linked to students' improved physical and psychological safety and reduces costly negative outcomes such as risky behaviors, disciplinary incidents, delinquency, dropout, substance abuse, and involvement with the criminal justice system. The provision of school based mental health services at the school, during the school day, will reduce the likelihood that students will need to miss school, drop out of school or have other undesirable outcomes that result in a missed opportunity to remain in school, retain satisfactory academic progress, and have quality of life.

b. Performance Requirements

- (1) The primary role of MHS 13 Services providers is to provide school-based direct clinical services, care coordination when indicated, and support, or provide training to school personnel as follows:
 - (a) Provide school-based clinical services for rapid and easily accessible mental health treatment, and facilitate services needed for outpatient mental health and substance use treatment. Crisis services shall be prioritized.
 - (b) Provide trauma informed and coordinated care to improve school safety, provide crisis intervention, and mental health services to Individuals referred or self-referred, due to behavioral and emotional challenges, symptoms of mental illness, truancy, or behavioral issues in the classroom.
 - (c) Provider shall meet with the Individual and/or family, as clinically indicated, to complete a behavioral health risk assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community.
 - (d) Collaboration with families whenever possible promotes treatment integrity and success at home and in school. When clinically indicated, collaboration with the family including family therapy, if warranted, shall occur.
 - (e) Assist with the development of programs such as Wellness, peer support programs, family support programs, Mental Health First Aid

training, and implementation of social emotional learning in the classroom. Provide consultation to school personnel on topics related to behavioral health issues that support students, through information learning opportunities. Promote discussions on topics such as conflict resolution, anxiety, depression, managing suicidal feeling, self-regulation, healthy relationships, and other topics.

- (2) Through collaboration with the school, assist and create activities to improve climate and safety for children. Assist schools with data on bullying and harassment needed for state report cards. Create mechanisms for individuals to report plans by other children, adolescents, or adults to commit violence, and report incidents of any violence, so timely intervention may occur, and promote school safety for all students.
- (3) MHS 13 Services providers shall be trained in suicide prevention, intervention and postvention. Documentation of training in Lethal Means and Safety Planning for each provider shall be submitted to OHA. MH 13 Services providers are obligated to report any known suicides in the school to their supervisor. Supervisors shall notify county staff who will report to the OHA Suicide Prevention and Intervention coordinator in accordance with OAR 309-027-0060.
- (4) If County lacks qualified Providers to deliver MHS 13 Services, County shall notify OHA in writing prior to, or as soon as services become unavailable, and implement a plan for the provision of Services in consultation with OHA.
- (5) If County would like to provide Services to other schools in addition to the identified high-risk schools, County shall notify OHA in writing. Elementary schools shall be prioritized in this process.
- (6) If schools identified as having Individuals with a high unmet mental health need decline Services, OHA reserves the right to reduce funding based on inability of the County to deliver MHS 13 Services to identified schools.
- (7) MHS 13 provides funding for mental health clinicians to be located in the school for the purpose of mental health outreach, engagement, and consultation with school personnel. Medicaid billable Services must be billed to Medicaid. Funding may also be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible and who have no other resources to pay for the Services.

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 13 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) The names and National Provider Index numbers of each Provider designated to provide the MHS 13 Services, or of the supervisor if the therapist does not have an NPI number;
- (2) A summary of the number of Individuals served, their Oregon Health Plan ID number, the full name of the school the student attends, the name of the therapist serving the Individual, and the number of times during that quarter the Individual and therapist met;
- (3) A summary of accomplishments with specific examples, and barriers to the implementation of MHS 13 Services shall also be provided in the report. Counties shall include in their quarterly report how the existing program addresses adverse childhood experiences, the critical mental and behavioral health challenges facing youth, and how this work promotes school and student safety;
- (4) Measure outcomes of therapy using an outcome-based tool. Make this information available to the OHA contract administrator is requested.
- (5) Service providers must report evidence of use of a universal research informed suicide assessment tool.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

23. **Service Name:** **YOUNG ADULT HUB PROGRAMS (YAHP)**
Service ID Code: **MHS 15**

a. Service Description

MHS 15 Services are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

- (1) The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;
- (2) Programs must serve all Individuals referred to the service, including those with public, private or no insurance; and
- (3) Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.

b. Performance Requirements

(1) Eligible Population:

These Services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement supports. This may include, but are not limited to Individuals 14 through 24 years of age who have been:

- (a) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
- (b) Chronically involved in state systems of Mental Health care and who are in need of intensive community supports;
- (c) Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired or has led to interface with the criminal justice system; or
- (d) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.

(2) Provide Clinical, Social, and Residential Services:

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice a week. Provider shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation

of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency departments, crisis centers, provider sites, homes, and community settings. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include, but are not limited to:

- (a) Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;
- (b) Recovery oriented, young adult centered planning;
- (c) Creation of social support systems;
- (d) Rapid access to psychiatric and counseling services;
- (e) Coaching on rights regarding access to employment, school, housing, and additional resources;
- (f) Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
- (g) Peer support provided by young adult peers, participatory decision-making;
- (h) Meaningful Individual's engagement in program, community, and leadership activities; and
- (i) Skill development.

(3) Who Can Provide These Services?

Recommended staff, staff expertise, and training:

- (a) Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.
- (b) Recommended supplemental trainings includes supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (c) Familiarity and use of system of care principles, trauma informed care, and the TIP Model located at <http://www.tipstars.org/>, or any other young adults in transition evidence-based or promising practices.

c. **Reporting Requirements**

See Exhibit, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

County shall:

- (1) Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;
- (2) Administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/ppc.sas.upenn.edu/files/hopescale.pdf> as an outcome measurement tool, or provide an alternative measure of a consistent nature to be approved by OHA.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

24. Service Name: **PEER DELIVERED SERVICES (PDS)**
Service ID Code: **MHS 16**

a. **Service Description**

Peer Delivered Services (MHS 16) will assist the establishment or expansion of Peer Delivered Services (PDS) in a specified geographic area for the period of this Agreement. PDS means an array of County or community-based services and supports provided by peers, Peer Wellness Specialists (PWS), and Peer Support Specialists (PSS), including Family Support Specialists and Youth Support Specialists, to Individuals or family members with similar lived experience and that are designed to support the needs of Individuals and families as applicable.

Peer Support Specialists are experientially credentialed individuals who have successfully engaged in their own or their child's recovery and demonstrate the core competencies for Peer Support Specialists as defined by OHA's administrative rules, Traditional Health Worker Commission, and the Office of Equity and Inclusion, ORS 414.635 through 414.665, OAR 410-180, and OAR 309-019-0130. PSS and PWS shall deliver PDS, under the supervision of a qualified Clinical Supervisor, and are listed on the Traditional Worker Registry to provide services for that identified consumer population, as found at <https://traditionalhealthworkerregistry.oregon.gov>.

b. **Performance Requirements**

County shall use the funds awarded through this Agreement for MHS 16 to implement PDS in a manner that:

- (1) Benefits Individuals with mental health conditions;
- (2) Increases the number of Individuals certified to provide PDS;
- (3) Requires that PDS work assignments are relevant to individuals' Traditional Health Worker's certification;
- (4) Program staff providing direct services shall receive clinical supervision by a qualified clinical supervisor related to the development, implementation, and outcome of services;
- (5) Supervision shall be provided to assist program staff to increase their skills within their scope of practice, improve quality of services to Individuals, and supervise program staff and volunteers' compliance with program policies and procedures; and
- (6) For persons providing direct PDS, one of the two hours of required supervision shall be provided by a qualified Peer Delivered Services Supervisor as resources are made available.

c. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>, and include the following information:

- (1) Amount of funds spent as of the end of the reporting period;
- (2) Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;
- (3) Number of Individuals with mental health conditions who were trained as PSS or PWS during the reporting period;
- (4) Number of Individuals with mental health conditions who received PDS during the reporting period; and
- (5) Outcome measures to include:
 - (a) Shortened psychiatric and addiction related hospital stays or reduced admissions to the emergency department due to psychiatric crisis;
 - (b) Improved ability to work towards recovery or establish a recovery plan;
 - (c) Reduced crisis events;
 - (d) Improved quality of life as identified by the Individuals receiving Services;
 - (e) Increased ability to advocate for themselves or, in the case of youth, increased ability for youth and their families to advocate for themselves and their family;
 - (f) Increase in a social support system;
 - (g) Work and education status maintenance or improvement for adults;
 - (h) School attendance and academic improvement for youth; and
 - (i) Number of out-of-home placements in the past 90 calendar days.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

25. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR CHILD, YOUTH, AND ADULTS**

Service ID Code: **MHS 20**

a. **Service Description**

(1) Definitions:

DSM 5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.

Intensive Outpatient Services means a specialized set of comprehensive in-home and community-based supports and mental health treatment services for children that are delivered in the most integrated setting in the community.

Intensive Treatment Services (ITS) means the range of services in the system of care comprised of Psychiatric Residential Treatment Facilities (PRTF) and Psychiatric Day Treatment Services (PDTs), or other services as determined by OHA, that provide active psychiatric treatment for children with severe emotional disorders and their families as defined in OAR 309-022-0105.

Child and Youth Needs and Strengths tool means a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.

<http://praedfoundation.org/tools/the-child-and-adolescent-needs-and-strenths-cans/>

(2) Child and Youth Mental Health Services are:

- i. Mental health services delivered to Individuals through age 17 (or through age 20 if Medicaid-eligible) who have primary mental, emotional, or behavioral health conditions diagnosed according to the DSM 5 criteria;
- ii. Screening and assessment to identify appropriate mental health services for these Individuals;
- iii. Referral and care coordination services with respect to mental health services delivered to these Individuals;
- iv. Prioritized for Individuals who are at immediate risk of psychiatric hospitalization or removal from the home due to a mental, emotional, or behavioral health disorder or pose a danger to the health and safety of themselves or others; and
- v. Services that may be delivered, as appropriate, in a clinic, home, school, or other settings familiar and comfortable for the Individual receiving such services.

- (3)** MHS 20 Services are:
- (a)** Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
 - (b)** Community based services that shall include one or more of the following:
 - i.** Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
 - ii.** Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;
 - iii.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
 - iv.** General outpatient services including, but not limited to, care coordination and case management;
 - v.** Medication and medication monitoring;
 - vi.** Meaningful Individual and family involvement;
 - vii.** Rehabilitation services including Individual, family and group counseling;
 - viii.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
 - ix.** Other services and supports as needed for Individuals at the sole discretion of OHA.
 - (c)** Services County shall provide, but is not limited to:
 - i.** Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services;
 - ii.** Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted and approved Local Plan; and

- iii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:

- A. Brief motivational counseling; and

- B. Supportive services to facilitate participation in ongoing treatment.

b. Performance Requirements

Child and Youth Services:

- (a) County shall comply with applicable law including, but not limited to, OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-039-0520 through 309-039-0540, as such rules may be revised from time to time.
- (b) County is responsible for the identification of children and adolescents who would benefit from an array of intensive services determined by the child and family team by utilizing the Child and Youth Needs and Strengths tool to assess Child and Youth needs and strengths in consideration of the following risk factors?
 - i. Exceeding usual and customary services in a standard outpatient setting;
 - ii. Multiple agency involvement;
 - iii. Significant risk of out-of-home placement;
 - iv. History of one or more out-of-home placements;
 - v. Frequent or imminent admission to acute inpatient psychiatric hospitalization or other intensive treatment services;
 - vi. Significant caregiver stress;
 - vii. School or child care disruption due to mental health symptomology;
 - viii. Elevating or significant risk of harm to self or others; and
 - A. History of abuse or neglect;
 - B. Conditions interfering with parenting such as poverty, substance abuse, mental health needs, and domestic violence;
 - C. Significant relationship disturbance between parent(s); and
 - D. Child showing significant risk factors for more serious emotional/behavioral challenges (e.g. problems with social relatedness, significant difficulty with affective/behavioral ser-regulation, multiple developmental delays).
- (c) Providers shall be certified to provide Intensive Outpatient Services or must refer child or youth who meet criteria for Intensive Outpatient Services to a provider certified as an Intensive Outpatient Services provider under OAR 309-019-0100 through 309-019-0255.
- (d) County shall provide or have provided care coordination and, based on family's identified needs, supportive services such as skills training, crisis planning, respite care, and in-home support to families of children who meet criteria for Intensive Outpatient Services.

- (e) County shall use community-based and family and child or youth driven decision-making processes in developing the Service Plan as defined in OAR 309-019-0140.

Planning shall include referral to appropriate types of care. When County refers a child or youth to Psychiatric Day Treatment Services (PDTS) as defined in OAR 309-022-0150(70) or Psychiatric Residential Treatment Services (PRTS) as defined in OAR 309-022-0105(71), the County shall submit a written approval for admission to the appropriate PDTS or PRTS provider, as well as the following:

- i. Name and contact information of the care coordinator;
- ii. List of child and family team members;
- iii. The current mental health assessment within the last 60 calendar days;
- iv. Service Plan;
- v. Other clinical documentation or collateral information.
- vi. When County refers a child or youth to OHA for long-term psychiatric care at secure inpatient programs, Secure Children's Inpatient Program (SCIP) or Secure Adolescent Inpatient Program (SAIP) designated by OHA, the following materials shall be forwarded to the OHA designee:
 - A. All referrals shall include written Psychiatric recommendation for SCIP or SAIP admission;
 - B. Documentation of the identified mental health provider;
 - C. Clinical documentation;
 - D. Care coordinator, child or youth, and family team members; and
 - E. The Service Plan.

When an Individual has insurance coverage through a third-party resource (TPR), the case manager or a designee from the insurance provider shall be notified and encouraged to attend treatment meetings.

- vii. Services shall include care coordination for children and youth referred to PDTS, PRTS, subacute, acute hospitalization, and long-term psychiatric care. Care coordination includes creating linkages to these programs for the purpose of service coordination planning, attending treatment review meetings, and ongoing participation in treatment during the episode of care at the specific PDTS, PRTS, subacute, acute hospital, or long-term psychiatric care program and after care planning.
- viii. County shall provide care coordination and other medically appropriate services and make referrals to the appropriate treatment services for children and youth who do not meet criteria for Intensive Outpatient Services or Intensive Treatment Services.

Adult Services:

- (a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;
- (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

See Exhibit E, 10.

(4) **Special Reporting Requirements**

- (a) The Child and Youth Needs and Strengths (CANS) reporting and analytics system will be used as a tool to identify youth and caregiver needs and strengths, inform service planning, assess success of interventions, and monitor outcomes. County shall report using the CANS system for date and outcomes in a manner prescribed by OHA.
- (b) County shall provide a written report to <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>, within 30 calendar days following the end of the contract period, that shows the total funding spent during the life of the Agreement for both Child and Youth, and for Adults. County shall provide additional follow-up report(s) upon OHA's reasonable request.

(5) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation.

Use Payment and Confirmation language. In addition,

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award."

26. Service Name: ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES

Service ID Code: MHS 24

a. Service Description

- (1) Acute Psychiatric Inpatient Services are inpatient psychiatric Services delivered to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program; and are suffering from an acute mental illness or other mental or emotional disturbance posing a danger to the health and safety of the Individual or others. The Services are primarily delivered on an inpatient basis and are intended to stabilize, control, or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the Individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary Services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric Services are delivered and to divert Individuals from acute care services.

- (2) Intermediate Psychiatric Inpatient Services in this Service Description provide Long-Term Psychiatric Care (LTPC) Services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are Mental Health Services within the scope of ORS 430.630 and OAR 309-091-0000 through 309-091-0050 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

- (a) CCOA – Mental Health, Physical Managed Care, and Dental services.
- (b) CCOB – Mental Health and Physical Managed Care services.
- (c) CCOE – Mental Health services.
- (d) CCOG – Mental Health and Dental services.

b. Performance Requirements

- (1) Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 (3) and (4), and ORS 426.241 (5).
- (a) Services may only be delivered to the following Individuals:
- i. An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;
 - ii. An Individual committed to OHA under ORS 426.130; or

- iii. An Individual voluntarily seeking Acute and Intermediate Psychiatric Inpatient Services (MHS 24 Services), provided that service capacity is available and the Individual satisfies one or more of the following criteria:
 - A. The Individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric Services;
 - B. The Individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of intensive inpatient psychiatric treatment would reverse the decompensation process; or
 - C. Individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
 - (b) Hospital and Secure Residential Treatment Providers of MHS 24 Services shall comply with OAR 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225, respectively, as such rules may be revised from time to time.
 - (c) Facilities used by County or its Providers for Services under MHS 24 Service Description shall maintain certification by the Joint Commission on Accreditation of Health Care Organization (JCAHO) or other nationally recognized accrediting body acceptable to OHA, licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, and comply with the following applicable rules:
 - i. OAR 309-008-0100 through 309-008-1600 “Behavioral Health Treatment Services”
 - ii. OAR 309-033-0200 through 309-033-0970 “Involuntary Commitment Proceedings”
 - iii. OAR 309-032-0301 through 309-032-0890 “Community Treatment and Support Services” Secured Transportation Services under MHS 24 Service Description shall be approved under OAR 309-033-0400 through 309-033-0440, as such rules may be revised from time to time.
 - (d) Hospital and Secure Residential Treatment Providers of Services under this Agreement shall submit required information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual’s admission to and discharge from the Provider’s facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.

- (2) Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:
- (a) Services shall be delivered to the following Individuals:
 - i. Individuals who have been determined appropriate for LTPC Services by a representative of OHA but who remain in an intermediate psychiatric care setting pending transfer to intensive psychiatric rehabilitation or other tertiary treatment in an OSH or Extended Care Program;
 - ii. Individuals who have been determined to be eligible for Services under the Oregon Health Plan (OHP) and are enrolled with a CCO under contract with OHA; and
 - iii. Individuals who have been determined to be eligible for Services and are entered into the OP/RCS or its successor.
 - iv. Individuals who have been determined eligible for Services under the OHP but are not enrolled with a CCO on the day of admit for Intermediate Psychiatric Inpatient Services are to be billed through the OHA Medicaid Management Information System on a Fee for Service basis.
 - (b) Services include, but are not limited to:
 - i. Intermediate Psychiatric Inpatient Services that provide intensive psychiatric symptom stabilization; and
 - ii. Rehabilitative interventions include, but are not limited to therapy, medications, skills training, and mental health assessments or consultations.
 - (c) Notwithstanding the requirements above, OHA will provide financial assistance to County for the cost of Services, from the date of the LTPC determination until the date of discharge to LTPC, for Individuals enrolled with a CCO on the date of the LTPC determination and for Individuals who are dis-enrolled from the CCO prior to transfer to LTPC.
 - (d) Requests for LTPC for Individuals who are hospitalized and who require additional psychiatric inpatient care beyond the acute psychiatric care Service for which the CCO is responsible, must be reviewed by OHA.
 - (e) Appropriate candidates for LTPC are Individuals who meet the specific criteria as determined by OHA for either intensive psychiatric rehabilitation or other tertiary treatment in a State Hospital or extended and specialized medication adjustment in a secure or otherwise highly supervised environment.

- (f) When an Individual is ultimately determined to be an appropriate candidate for LTPC, the effective date of determination shall be:

 - i. The date OHA receives from the CCO a complete LTPC referral packet. A complete referral packet must include:

 - A. A “Request of Long Term Psychiatric Care Determination” form, signed by the authorized CCO representative;
 - B. Documentation that the Individual is civilly committed and has a permanent Guardian or Attorney-in-fact (ORS 127.505 through 127.660); and
 - C. Clinical documentation including, but not limited to, Physician’s History and Physical, Psychosocial History, labs and other testing, consultation documentation from medical and psychiatric providers, progress notes from psychiatrist(s) (and other physician(s)), nurse(s), social worker(s), and other therapist(s) involved in current episode of care; or
 - ii. A mutually agreed upon date by OHA and the CCO, if the OHA date of receipt (identified above as date of determination) cannot be firmly established.
- (g) Ineligibility:

 - i. Individuals who are not OHP enrollees of a CCO upon hospitalization in LTPC Services are ineligible for financial assistance.
 - ii. Individuals who are dually or singly eligible Medicare or private/employee-based health care covered Individuals are ineligible for financial assistance.
- (h) OHA reserves the right to re-determine if an Individual meets the eligibility qualifications for LTPC. If a re-determination results in the Individual no longer meeting the LTPC criteria, as determined by OHA, the days remaining for the Individual may no longer be eligible for financial assistance. Notification of determination and re-determination will be provided to County in written form, including rationale for the decision(s).
- (i) OHA will provide financial assistance for Services for OHP-CCO enrolled members (Individuals) determined appropriate for such care beginning on the effective date of such determination as established above, until the time that the Individual is discharged from such setting.
- (j) OHA will not be responsible for providing financial assistance for Services when OHA determines that an OHP-CCO enrolled member (Individual) is not appropriate for LTPC and denies the CCO’s request for LTPC.

- (k) OHA retains all rights regarding final determination of an Individual's eligibility for Services.

c. **Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

(1) **Acute Psychiatric Inpatient Services:**

County shall submit electronically, to amhcontract.administrator@state.or.us, an annual accounting report of financial assistance by August 31st for the prior state fiscal year.

(2) **Intermediate Psychiatric Inpatient Services:**

Hospital and Secure Residential Treatment Providers of Services under this Agreement must submit required information to OHA electronically, through the Oregon Patient and Resident Care System (OP/RCS), within 12 hours of an Individual's admission to and discharge from the Provider's facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.

d. **Financial Assistance Calculation, Disbursement Procedures, and Confirmation of Performance and Reporting Requirements:**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

(1) **Acute Psychiatric Inpatient Services**

Use Part A payment language.

(2) **Intermediate Psychiatric Inpatient Services**

The Part C awards will be calculated, disbursed, and confirmed as follows:

(a) **Calculation of Financial Assistance:**

OHA will provide financial assistance to County at \$834.61 per day, per authorized Individual. OHA is not obligated to pay County for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices. All allotments made by OHA are subject to the limitation described herein.

(b) **Disbursement of Financial Assistance:**

- i. Invoices shall be submitted electronically, to amhcontract.administrator@state.or.us, with the subject line "Invoice, contract #(your contract number), contractor's name" on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual's last date of Services.

- ii.** All payments made to County under this Agreement are subject to recovery by OHA as follows:

 - A.** If an audit of the Services rendered by County under this Agreement, whether directly or through subcontract(s), results in a refund to or disallowance by the federal government of payment made to County under this Agreement, OHA may recover from County the amount of the refund or disallowance and any applicable OHA matching funds.
 - B.** If County expends funds awarded to County under this Agreement for unauthorized expenditures, OHA may recover from County the full amount of unauthorized expenditures.
- iii.** In the event funds awarded to County under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to County:

 - A.** Offset the amount subject to recovery against other funds due County from OHA under this Agreement or otherwise; or
 - B.** Demand that County pay to OHA the amount subject to recovery, in which case County shall immediately pay said amount to OHA. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit G, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- iv.** Upon 30 calendar days advance written notice to County, OHA may withhold financial assistance otherwise due County under this Agreement if County fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to County, OHA may withhold financial assistance if County or its Provider(s) no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Services. Withholding of financial assistance may continue until County submits the required reports or performs the required Services. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.

- v. OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County or its Provider(s) performs Services subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

27. **Service Name:** **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

a. Service Description

(1) Purpose:

Community Crisis Services for Adults and Children (MHS 25 Services) are immediately available mental health crisis assessment, triage, and intervention Services delivered to Individuals experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

(2) Definitions:

- (a) Care Coordination** means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved Providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services.
- (b) Community-based** means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting.
- (c) Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to a significantly higher level of care.
- (d) Crisis Line Services** means phone-based Services that establish immediate communication links and provide supportive interventions and information for Individuals in an urgent or emergent situation.
- (e) Mobile Crisis Response Time** means the time from the point when a professional decision is made that a face-to-face intervention is required, to the time the actual face-to-face intervention takes place in the community.
- (f) Mobile Crisis Services** means Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis in the most integrated setting possible, and to avoid unnecessary hospitalization, inpatient

psychiatric treatment, involuntary commitment, and arrest or incarceration.

- (g) **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional Services and supports.
 - (h) **Service Plan** means a comprehensive plan for Services and supports provided to or coordinated for an Individual and his or her family, per OAR 309-019-0105104) as applicable, that is reflective of the assessment and the intended outcomes of Service.
- (3) MHS 25 Services shall include, but are not limited to, the following:
 - (a) Provide Crisis Services to 24 hours a day, 7 days a week face-to-face or telephone Screening to determine the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;
 - (b) A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate, as defined in OAR 309-019-0105(94) QMHP and (95) QMHA, regarding the need for further treatment;
 - (c) Provide brief Crisis intervention;
 - (d) In the case of a child, appropriate child and family psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;
 - (e) In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;
 - (f) Connect the Individual with ongoing Services and supports;
 - (g) Arrangement for the provision of involuntary psychiatric Services at a hospital or non-hospital facility approved by OHA, when an Individual's behavior requires it;
 - (h) Crisis Line Services shall be provided in accordance with OAR 309-019-0300 through 309-019-0320; and
 - (i) Mobile Crisis Services:

The effectiveness of Mobile Crisis Services in de-escalating a Crisis and diverting hospitalization or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These Services provide access to a multi-disciplinary support team and ready resources, such as access to

urgent appointments, brief respite services, and the ability to provide brief follow-up care when indicated.

County shall provide Mobile Crisis Services according to OAR 309-019-0151 including, but not limited to:

- i. 24 hours a day, 7 days a week capability to conduct a face-to-face mental health status examination of an Individual by a Qualified Mental Health Professional (QMHP) (in accordance with OAR 309-019-0125(10) or Qualified Mental Health Associate (QMHA) (in accordance with OAR 309-019-0125(9)) under the supervision of a QMHP. Examination is used to determine the Individual's condition and the interventions necessary to stabilize the Individual and the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;
- ii. A face-to-face therapeutic response delivered in a public setting at locations in the community where the Crisis arises including, but not limited to, an Individual's home, schools, residential programs, nursing homes, group home settings, and hospitals to enhance community integration;
- iii. Services that are generally delivered in a natural environment by or under the supervision of a QMHP, such as QMHAs and peers, and resulting in a Service Plan. Disposition of Services shall maintain as the primary goal with diversion from hospitalization and incarceration through clinically appropriate Community-based supports and Services;
- iv. County shall respond to Crisis events in its respective geographic service area with the following maximum response times:
 - A. Counties classified as "urban" shall respond within 1 hour.
 - B. Counties classified as "rural" shall respond within 2 hours.
 - C. Counties classified as "frontier" shall respond within 3 hours.
 - D. Counties classified as "rural" and "frontier" shall contact an Individual experiencing a Crisis event via telephone by a staff member who is trained in crisis management (such as a person from a crisis line or a peer) within 1 hour from the initial Crisis call.
- v. Eliminating the need for transportation (frequently provided by law enforcement officers or emergency services) to a hospital's emergency department or a community crisis site;
- vi. Are not intended to be restricted to services delivered in hospitals or at residential programs;

- vii. Mental Health Crisis assessment;
 - viii. Brief Crisis intervention;
 - ix. Assistance with placement in crisis respite or residential services;
 - x. Initiation of commitment process, if applicable;
 - xi. Assistance with hospital placement;
 - xii. Connecting Individuals with ongoing supports and Services; and
 - xiii. Coordination with Crisis Line Services providers to support seamless transitions of care.
- (j) Provide disaster response, Crisis counseling Services to include:
- i. Responding to local disaster events by:
 - A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other “first-responders”; disaster relief shelters; and the community-at-large.
 - B. Coordinating Crisis counseling Services with County Emergency Operations Manager (CEOM); and providing Crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.
 - ii. Assisting CMHP’s in the provision of these Services as part of a mutual aid agreement; and
 - iii. For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these Services.

b. Performance Requirements

- (1) County shall comply with OAR 309-019-0100 through 309-019-0320, as such rules may be revised from time to time.
- (2) County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary reports on the delivery of Mobile Crisis Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to the following :

- (1) Individual's name;
- (2) Gender;
- (3) Date of birth;
- (4) Medicaid identification number (if applicable)
- (5) Race;
- (6) Ethnicity;
- (7) Location of Mobile Crisis Service
- (8) Disposition of the Mobile Crisis contact;
- (9) Mobile Crisis Response Time; and
 - (a) Response time begins from the point when a professional decision is made that a face-to-face intervention is required.
 - (b) Response time ends when the actual face-to-face intervention takes place in the community between the Individual and the mental health practitioner.
- (10) Reason for exceeding maximum response time (if applicable).

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.
Use Payment and Confirmation language.

In addition:

The Part C financial assistance does not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

28. **Service Name:** **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

a. Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), as specified in Exhibit C, "Financial Assistance Award," and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

- (1) Care coordination and residential case management services;
- (2) Vocational and social services;
- (3) Rehabilitation;
- (4) Support to obtain and maintain housing (non-JPSRB only);
- (5) Abuse investigation and reporting;
- (6) Medication (non-JPSRB only) and medication monitoring;
- (7) Skills training;
- (8) Mentoring;
- (9) Peer support services;
- (10) Emotional support;
- (11) Occupational therapy;
- (12) Recreation;
- (13) Supported employment;
- (14) Supported education;
- (15) Secure transportation (non-JPSRB only);
- (16) Individual, family and group counseling and therapy;
- (17) Rent Subsidy (non-JPSRB only); and
- (18) Other services as needed for Individuals, at the sole discretion of OHA.

b. Performance Requirements

- (1) Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or are considered Young Adults In Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:

- (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to youth and young adults;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;
 - (f) The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - (g) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
 - (h) Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case by case basis.
- (2) Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:
- (a) Additional staffing;
 - (b) Transportation;
 - (c) Interpreter services;
 - (d) Medical services and medications;
 - (e) Rental assistance, room and board, and personal incidental funds; or
 - (f) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

There shall be a report from each Young Adult Residential Treatment Program providing Services under this Agreement within the County (or one report that breaks out each separate entity) for data subject to that specific quarter. Each report shall include the following components:

- (1) Number admitted;
- (2) Number transitioning;
- (3) Number and nature of program supports provided to all residents;
- (4) Percentage change in residents' feelings of well-being, support and connectivity;
- (5) Type and number of community-based supports residents accessed or participated in; and
- (6) Type and number of goals accomplished by residents.

In addition, all programs for which financial assistance is awarded through this Agreement shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/ppc.sas.upenn.edu/files/hopescale.pdf> to each Individual and include the results on the quarterly report. Counties providing both MHS 26 and MHS 27 Services need only provide one report for both Services.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, Payment, Settlement, and Confirmation requirements.

Use Payment and Confirmation language.

In addition:

- (1) County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award".

29. **Service Name:** **RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 27**

a. Service Description

- (1) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27 Services) are mental health Services delivered to Individuals 17 through 24 years of age in a group residential setting to enable the Individual to acquire sufficient stability and connectivity to the community to enable them to live as independently as they choose. These are Individuals who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB), and are transitioning from an institutional setting, or in need of a structured and supportive transitional living environment. This includes Individuals without insurance or those who are under-insured. Programs are expected to maximize this funding to enhance an Individuals' likelihood of living independently in the community through the provision of the Services listed in MHS 27.
- (2) Individuals eligible for these Services are those that the OHA's Young Adult Coordinator or designee determines are unable to live independently at the time of the referral, without supervised intervention, training, or support.
- (3) Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization, or who are a danger to themselves or others, or who otherwise require transitional care to remain in the community.
- (4) These Services have no time line. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory.
- (e) It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact, or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice per week.
- (f) MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
 - (a) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - (b) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
 - (c) Money and household management;

- (d) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
- (e) Provision of care including the assumption of responsibility for the safety and well-being of the Individual;
- (f) Administration, supervision, and monitoring of prescribed and non-prescribed medication and client education on medication awareness;
- (g) Provision or arrangement of routine and emergency transportation;
- (h) Developing skills to self-manage emotions;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- (j) Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- (k) Skills training;
- (l) Mentoring, peer delivered services, and peer support services;
- (m) Positive use of leisure time and recreational activities;
- (n) Supported education;
- (o) Supported employment;
- (p) Occupational therapy; and
- (q) Recreation.

b. Performance Requirements

- (1) Services to Youth & Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following principles and practices:
 - (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to Youth & Young Adults in Transition;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The individual service and support plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

- (f) The individual service and support plan will include a specific section addressing Services and supports unique to the developmental progress of Youth & Young Adults in Transition, including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention; and
 - (g) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (2) Services to JPSRB or Youth & Young Adults in Transition shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.
 - (3) Providers of MHS 27 Services funded through this Agreement shall comply with OAR 309-035-0100 through 309-035-0190, as such rule may be revised from time to time.
 - (4) Providers of MHS 27 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through 309-008-1100.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

- (a) County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, the following written reports using forms and procedures prescribed on OHA's website located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
 - i. A quarterly report that includes the following elements per each Young Adult Residential Treatment Program per subject quarter:
 - A Number admitted;
 - B Number transitioning;
 - C Number and nature of program supports provided to all Individuals;
 - D Percentage change in Individuals' feelings of well-being, support and connectivity;
 - E Type and number of community-based supports Individuals accessed or participated in; and
 - F Type and number of goals accomplished by Individuals.
 - ii. In addition, all programs shall administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf> as an outcome measurement tool.
- (b) County shall complete and deliver to OHA the Personal Care Data Form For Residential Facilities for any Individual receiving MHS 27 Services funded through this Agreement when the Individual is transferred to another residence or facility operated by the Provider, the Individual is transferred

to another Provider of MHS 27 Services, MHS 27 Services to the Individual end, or the payment rate for the Individual changes. An Individual's payment rate may only be changed after consultation with and approval by OHA.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (a) County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award:.

30. **Service Name:** **RESIDENTIAL TREATMENT SERVICES**
Service ID Code: **MHS 28**

a. Service Description

(1) Residential Treatment Services (MHS 28) are:

- (a)** Services delivered on a 24-hour basis to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program. Individuals must be 18 years of age or older with mental or emotional disorders, who have been hospitalized or are at immediate risk of hospitalization, who need continuing Services to prevent hospitalization or who are a danger to themselves or others, or who otherwise requires continuing care to maintain stability and learn skills needed to be placed in a more integrated community setting; and
- (b)** Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a Plan of Care that is individualized to promote stabilization, skill building, and preparation to be living in a more integrated community.

(2) MHS 28 Services delivered in Residential Treatment Facilities (RTF), as defined in OAR 309-035-0105, Residential Treatment Homes (RTH), as defined in OAR 309-035-0105, or another licensed setting approved by OHA include, but are not limited to, the following:

- (a)** Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
- (b)** Timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
- (c)** Management of personal money and expenses;
- (d)** Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
- (e)** Provision of care including assumption of responsibility for the safety and well-being of the Individual;
- (f)** Administration and supervision of prescribed and non-prescribed medication(s);

- (g) Provision of or arrangement for routine and emergency transportation;
- (h) Management of aggressive or self-destructive behavior;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0200. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County and any Providers shall notify Individuals in writing of admission decisions in accordance with OAR 309-035-0163(10).

b. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital (OSH); second priority to referrals for Individuals on the OSH wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a RTH, a RTF or Secured Residential Treatment Facility (SRTF), in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Other required, approved Services for civil commitment (non-PSRB) Individuals who are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule Rate. Disbursement will be made by invoice in accordance with the "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section below. Approved Services may include one or more of the following:

- (1) Additional staffing;
- (2) Interpreter services;
- (3) Medical services and medications;
- (4) Rental assistance for Individuals not covered by Medicaid for reasons such as a PSRB Individual who is not Medicaid-eligible, or an Individual who is Medicaid-eligible but whose funding has not yet started; room and board; and personal and incidental funds; and
- (5) Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

c. Reporting Requirements

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) If County has authorized or anticipates authorizing delivery of MHS 28 Services to an Individual and wishes to reserve MHS 28 Service capacity as defined in OAR 309-011-0115(3), up to a maximum of 30 calendar days for that Individual while the Individual is not actually receiving MHS 28 Services, County shall submit a written Reserved Service Capacity Payment (RSCP) request and a CAR to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP request and the CAR for a non-Medicaid-eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid-eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award." Agreement, termination of OHA's The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

31. Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

a. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

(1) Monitoring Services include:

- (a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (b)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (d)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (e)** Administrative activities related to the Monitoring Services described above, including but not limited to:
 - i.** Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - ii.** Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - iii.** Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
 - iv.** Implementing board-approved modifications of Conditional Release Orders;
 - v.** Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;

- vi. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
- vii. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

(2) Security and Supervision Services includes:

- (a) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

| Security Services Matrix | Low Risk | Med Risk | High Risk |
|--------------------------|----------|----------|-----------|
| High Care | Rate 1 | Rate 2 | Rate 3 |
| Med Care | Rate 2 | Rate 3 | Rate 4 |
| Low Care | Rate 3 | Rate 4 | Rate 5 |

- (b) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:

- i. Additional staffing;
- ii. Transportation;
- iii. Interpreter services;
- iv. Medical services and medications;
- v. Rental assistance, room and board, and person and incidental funds;
- vi. Payee
- vii. Guardianship (initial and ongoing) costs;
- viii. To obtain legal identification for Individuals receiving supported housing and intensive case management services as identified in Monitoring Services section above; and
- ix. Non-medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

b. Performance Requirements

- (1) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

See Exhibit E, 10.

32. **Service Name:** **ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES**

Service ID Code: **MHS 31**

a. Service Description

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been diagnosed with a severe mental illness with complex behaviors and require intensive community mental health services for successful integration into the community.

b. Performance Requirements

- (1) Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.
- (2) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (3) MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS's APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- (4) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.
- (5) County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual's medical or psychiatric condition, which jeopardizes the placement.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, the following reports using forms and procedures as prescribed on OHA's website, located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>:

- (1) Monthly Enhanced Care Services Census Report;
- (2) ECS Data Base Part I; and
- (3) ECS Data Base Part II.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's fillings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Agreement."

33. **Service Name:** ADULT FOSTER CARE SERVICES
Service ID Code: MHS 34

a. **Service Description**

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual's skills to the extent that he or she may live more independently.

Integrated setting was recently explained in a publication by the Department of Justice¹, dated June 22, 2011, as follows:

"In the years since the Supreme Court's decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities."

"By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals' ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities."

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA's Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

¹ https://www.ada.gov/olmstead/q&a_olmstead.htm

MHS 34 Services include, but are not limited to, the following:

- (1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- (3) Management of personal money and expenses;
- (4) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (5) Provision of care including assuming the responsibility for the safety and well-being of the individual;
- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision of or arrangement for routine medical and emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (10) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

b. Performance Requirements

- (1) Providers of Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- (2) Prior to commencement of Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.
- (3) County shall assist OHA's function of licensing and certifying homes providing Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
 - (a) For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:

- i. Foster Home License or Certification Application;
 - ii. Foster Home Inspection Form;
 - iii. Criminal History Check;
 - iv. A letter of support in the form and substance attached as Attachment #1, and
 - v. Any other information necessary for licensing or certifying the residences.
- (b) For renewal of existing licenses and certifications: County shall assist OHA with the completion and submission to OHA of a letter of support in the form and substance attached as Attachment #1, and with inspection of the homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
- (c) County shall assist currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
- i. Maintaining and distributing copies of OHA's "Basic Training Course and Self-Study Manual" and associated video tapes; and
 - ii. Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by County as required above.

c. **Reporting Requirements**

See Exhibit #, 10.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award;"

ATTACHMENT #1

Health Systems Division
500 Summer Street NE E-86
Salem, OR 97301

Dear HSD Licensing and Certification Unit Manager,

Pursuant to OAR 309-040-0315 (3)(e), I am submitting this letter of support on behalf of [name of CMHP], an authorized designee of the Local Mental Health Authority in [County].

At this time, [name of CMHP] is in support of the operation of [name of AFH] AFH located at [full address of AFH] under the following conditions:

- The provider maintains substantial compliance with all regulations that govern the licensure and safe operation of AFHs.
- The provider ensures the delivery at all times adequate room and board, food, safety and sanitation oversight, compliance with building and maintenance requirements, supervision, and care to vulnerable adults with mental, emotional, or behavioral disorders who reside at the AFH by qualified and approved providers, resident managers, staff, and volunteers.
- The provider timely submits incident reports to the CMHP in accordance with applicable ORS' and OARs.
- The provider complies with any additional requirements or conditions set forth by the Health Systems Division, Oregon Health Authority.

[name of CMHP] will immediately notify HSD when it changes its level of support for the continued operation of or adjusted placement referral decisions associated with [name of AFH] AFH.

[name of CMHP] will immediately notify HSD in writing if CMHP staff become aware of or observe any violations to regulations that govern the health, safety, and welfare of residents who reside at the home.

[name of CMHP] will provide a detailed written summary to HSD (and to the Office of Training, Investigations, and Safety, *formerly OAAPI*) if CMHP staff become aware of or observe any medication errors, inadequate or unsafe physical conditions of the home, unauthorized persons living or sleeping in the home, failure by the AFH provider to timely submit incident reports, suspected abuse or neglect to residents, crimes committed on the property, or in any other situation that jeopardizes the health, safety, and welfare of vulnerable adults who live in and receive services in the home.

Name of the LMHA representative or designee who is signing this letter of support: [name]

Full title of the LMHA representative or designee who is signing this letter of support: [title]

Email of the LMHA representative or designee who is signing this letter of support: [email]

Signature of the CMHP Director or designee

Date of signature

34. **Service Name:** **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

a. Service Description

Older or Disabled Adult Mental Health Services (MHS 35 Services) are:

- (1) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health Services delivered to older or disabled adults with mental illness, as such Services are further described in the Specialized Service requirement MHS 35A; or
- (2) If Specialized Service requirement MHS 35B applies, residential Services delivered to older or disabled Individuals with serious and persistent mental illness, as such Services are further described in the Specialized Service requirement MHS 35B.

b. Performance Requirements

- (1) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35A" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.
- (2) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35B" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly summary financial and program narrative reports on the delivery of Older or Disabled Adult Mental Health Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement, that are subject to Specialized Service requirements 35A and 35B. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.

35. **Service Name:** **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)**

Service ID Code: **MHS 36**

a. Service Description

- (1) Pre-admission Screening and Resident Review Services (MHS 36 Services) are evaluation services delivered to Individuals who are entering a nursing facility where a PASRR level I screen has indicated that they have a serious and persistent mental illness (SPMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, those uninsured, underinsured, or have exhausted Medicaid Services, Citizen/Alien-Waived Emergent Medical, Medicare, Private Insurance, or Private Pay.
 - (a) Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious persistent mental illness; or
 - (b) Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.
- (2) Pre-admission Screening and Resident Review Services must determine if:
 - (a) Individuals have a serious and persistent mental illness, as defined in OAR 309-032-0860(22); and
 - (b) If those determined to have a serious and persistent mental illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

b. Performance Requirements

- (1) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act of 1987 (OBRA 1987), as amended by OBRA 1990, including but not limited to 42 U.S.C. 1396r(e)(7) and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.
- (2) County shall require that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 Services review and evaluation.
- (3) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-019-0105(61)).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written forms HSD 0438 and HSD 0440, no later than 21 calendar days following each review for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

County understands and agrees that funding under Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award".

36. Service Name: START-UP

Service ID Code: MHS 37

a. Service Description

The funds awarded for MHS 37 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award,” and Exhibit K, “Start-Up Procedures.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve mental health services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow the procedures as prescribed by that unit.

MHS 37 funds are typically disbursed prior to initiation of services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit J, that will be needed to provide the services planned and delivered at the specified site(s).

b. Performance Requirements

The funds awarded for MHS 37 must be expended only in accordance with Exhibit K, “Start-Up Procedures,” which is incorporated herein by this reference.

c. Special Reporting Requirements

Using the OHA prescribed “Start-Up Request & Expenditure Form,” the County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and the procedures described in Exhibit K, “Start-Up Procedures.” Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language

37. **Service Name:** **SUPPORTED EMPLOYMENT SERVICES**
Service ID Code: **MHS 38**

a. Service Description

(1) Provide Individual Placement and Support (IPS) Supported Employment Services (MHS 38 Services) consistent with the Dartmouth IPS Supported Employment Fidelity Model. The IPS Fidelity Manual, published by Dartmouth Psychiatric Research Center, incorporated by reference herein, can be found in the IPS Employment Center's Document Library, at: <https://ipsworks.org/index.php/library/>, or at the following link: https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

(2) **Definitions:**

- (a) **Competitive Integrated Employment** means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (b) **Division Approved Reviewer** means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contracted entity responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment Programs statewide.
- (c) **Supported Employment Services** are individualized Services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported Employment Services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests, and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

b. Performance Requirements

County shall provide MHS 38 Services in a manner that is consistent with fidelity standards established in OAR 309-019-00270 through 309-019-0295 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified Providers to deliver MHS 38 Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38 Services. MHS 38 Services must be provided by Providers meeting Supported Employment fidelity scale standards.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of MHS 38 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

(a) A Provider delivering MHS 38 Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual known to be enrolled in the Oregon Health Plan at the time Services are delivered.

(b) Quarterly reports shall include, but are not limited to:

- i. Individuals with Serious and Persistent Mental Illness (SPMI) who receive MHS 38 Services and are employed in Competitive Integrated Employment, as defined above; and
- ii. Individuals with SPMI who no longer receive MHS 38 Services and are employed in competitive integrated employment without currently receiving supportive services from a supported employment specialist; and
- iii. Individuals with SPMI who received MHS 38 Services as part of an Assertive Community Treatment (ACT) Program.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements

See Exhibit D, Payment, Settlement, and Confirmation Requirements. Use Payment and Confirmation language.

38. Service Name: **PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: **MHS 39**

a. **Service Description**

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(11), and co-occurring Substance Use Disorders (SUD) who experience homelessness or are at imminent risk of becoming homeless. PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help homeless Individuals with SMI secure safe and stable housing, improve their health, and live a self-directed, purposeful life.

Eligible Services, not otherwise covered by another resource, are as follows:

- (1) Outreach services;
- (2) Screening and diagnostic treatment services;
- (3) Habilitation and rehabilitation services;
- (4) Community mental health services;
- (5) Substance use disorder treatment services;
- (6) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;
- (7) Case management services, including:
 - (a) Preparing a plan for the provision of community mental health and other supportive services to the eligible Individual and reviewing such plan not less than once every three months;
 - (b) Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals, including services relating to daily living activities, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational services, and housing services;
 - (c) Providing assistance to eligible Individuals in obtaining income support services, including housing assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, and supplemental securing income benefits;
 - (d) Referring eligible Individuals for such other services as may be appropriate; and

- (e) Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individual is receiving aid under title XVI of such Act and if the representative payee applicant is designated by the Secretary of the Social Security Administration to provide such services.
- (8) Supportive and supervisory services in residential settings;
- (9) Referrals for primary health services, job training, educational services, and relevant housing services; and
- (10) No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services as specified in 42 U.S.C. § 290cc-22(b)(10), which are:
 - (a) Minor renovation, expansion, and repair of housing;
 - (b) Planning of housing;
 - (c) Technical assistance in applying for housing assistance;
 - (d) Improving the coordination of housing services;
 - (e) Security deposits;
 - (f) Costs associated with matching eligible homeless Individuals with appropriate housing situations; and
 - (g) One-time rental payments to prevent eviction.

In order to proactively and comprehensively address the spectrum of Service needs for Individuals who experience chronic homelessness, OHA strongly encourages recipients of MHS 39 funds to use PATH funds to prioritize provision of street outreach, coupled with case management, to the most vulnerable adults who are literally and chronically homeless.

b. Performance Requirements

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services funded through this Agreement shall:

- (1) Use third party and other revenue realized from provision of Services to the extent possible;
- (2) Implement policies and procedures to prioritize use of other available funding sources for PATH Services;
- (3) Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:
 - (a) Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;
 - (b) Medicaid or Medicare;

- (c) Veterans Administration Benefits; and
 - (d) SNAP.
- (4) Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an intended use plan for PATH funds consistent with federal requirements in accordance with 42 U.S.C. § 290cc-21; and
- (5) Provide, at a minimum, the following:
- (a) At least 58% of PATH-eligible Individuals contacted through outreach must be enrolled in PATH Services;
 - (b) At least 85% of Individuals served must be PATH-eligible and not currently enrolled in community mental health services;
 - (c) Of the total Individuals who are PATH-enrolled, 75% must be transitioned into permanent housing unless waived in writing by the OHA Contract Administrator based on documented lack of affordable housing resources in the PATH Provider's identified service area;
 - (d) Of the total Individuals who are PATH-enrolled, 100% must be engaged in community mental health services;
 - (e) Active participation in the local Continuum of Care;
 - (f) Attendance at semi-annual PATH Provider meetings;
 - (g) Attendance at PATH Technical Assistance trainings as requested by OHA;
 - (h) Development of an annual PATH intended use plan including a line item budget and budget narrative using forms and templates provided by OHA;
 - (i) Participation in annual PATH program site reviews conducted by OHA; and
 - (j) Participation in federal site reviews as needed or requested by OHA.
- (6) Service Providers who are recipients of MHS 39 funds must match directly or through donations from public or private entities, non-federal contributions toward such costs in an amount that is not less than \$1 for each \$3 of federal PATH funds allocated through MHS 39.
- (a) Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.
 - (b) Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly and yearly reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).
- (2) Quarterly written reports documenting PATH eligible expenditures shall be electronically submitted to amhcontract.adminiatorator@state.or.us.
Quarterly and annual reports documenting actual utilization and demographic data submitted through the PATH Data Exchange at <https://www.pathpdx.org>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements

Use Payment and Confirmation language.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," as amended from time to time, are subject to this Agreement.

1. Service Name: **PEER DELIVERED SERVICES (PDS)**

Service ID Code: **MHS 16**

Specialized Service: **VETERANS**

Exhibit B-2 Code: **16A**

a. **Service Description** (exceeding Section 1, MHS 16)

Contractor shall:

- (1) Hire, train, and supervise Peer Support Specialists (PSS) or Peer Wellness Specialists (PWS) with significant prior or current military experience;
- (2) Require that PSS or PWS acquire and maintain certification with the Oregon Health Authority, Traditional Health Worker registry, including those who identify as military veterans with current behavioral health needs;
- (3) Provide PDS in a culturally competent manner as defined in OAR 410-180-0300 through 410-180-0380 to Individuals who identify as military veterans with behavioral health needs. Activities may include, but are not limited to:
 - (a) 1:1 peer support;
 - (b) Systems navigation;
 - (c) Facilitation of support and education groups;
 - (d) Outreach; and
 - (e) Community education.
- (4) Provide program participants with funds or material supports needed to eliminate barriers to accessing health care services which will improve the veteran's behavioral health, support treatment plans, or support the veteran's recovery, or community engagement; and
- (5) Engage and serve a minimum of 25 veterans annually.

b. **Performance Requirements** (exceeding Section 2, MHS 16)

None

c. **Special Reporting Requirements** (exceeding Section 3, MHS 16)

Prepare and electronically submit to amhcontract.administrator@state.or.us quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

The following information shall be provided for each report:

- (1) Number of veterans served annually on a regular basis as shown by being enrolled in peer services, and making use of peer supports on a weekly basis;
- (2) Number of veterans offered the pre and post survey supplied by OHA;
- (3) Number of veterans completing the pre and post survey;

- (4) Survey responses for all completed surveys; and
- (5) Narrative description of program progress, successes, and barriers.

The following is an optional item to report:

- (a) Recommendations for programs in the future which may seek to build on and scale this pilot model.

(4) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures (exceeding Section 4, MHS 16)**

None

2. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES**

FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: **MHS 26**

Specialized Service: **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**

Exhibit B-2 Code: **26A**

a. **Service Description** (exceeding Section 1, MHS 26)

Early Assessment and Support Alliance (EASA) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately 2 years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

(1) **Definitions:**

- (a) **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- (b) **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- (c) **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- (d) **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.

- (e) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about schizophrenia-related conditions. This reduces the duration of untreated psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(2) **Performance Requirements** (exceeding Section 2, MHS 26)

County shall provide Services to eligible Individuals as listed below, subject to the availability of funds:

- (a) **Eligible Population:** EASA Services are to be provided to Individuals ages 12 through 27 years of age whom:
 - i. Have an IQ of 70 or above;
 - ii. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than 12 months; and
 - iii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- (b) Access to EASA across all referral sources: emergency departments, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contact shall be made by EASA staff with the Individual (and family) within 24-48 hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- (c) Services intended to be a transitional coordinated specialty care service, designed to last an average of 2 years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- (d) Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- (e) Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- (f) Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- (g) The EASA team works with people in five phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.
 - i. Phase 1 (up to 6 months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths,

resources, needs, and goals, start of multi-family groups, stabilization of current situation.

- ii. Phase 2 (approximately 6 months): Adaptation: More extensive education to the individual and family/primary support system, address adaptation issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.
- iii. Phase 3 (approximately 6 months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
- iv. Phase 4 (approximately 6 months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, establish ongoing treatment relationship and recovery plan.
- v. Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.

(h) Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:

- i. Rapid access to psychiatric and counseling services;
- ii. Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
- iii. Coaching on rights regarding access to employment, school, housing, and additional resources;
- iv. Single family psycho-education and multi-family groups;
- v. Support for vocational education and independent living goals consistent with IPS framework;
- vi. Access to licensed medical psychiatric care, health related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
- vii. Provision of substance use disorder treatment within the team
- viii. Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;
- ix. Community-education.

- (i) Setting(s) for Service Delivery: Determined by the needs and goals of the Individual and their circumstances.
- (j) Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.
- (k) EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at <http://www.easacommunity.org>. If County lacks qualified providers to deliver EASA services and supports, a plan to adjust the model will be developed with the EASA Center for Excellence staff and OHA.
- (l) Additional Licensing or Certification Requirements:

The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf>. If County lacks qualified Providers to deliver EASA Services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for Individuals to access EASA Services.

EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org>.

- (m) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

(3) Special Reporting Requirements (exceeding Section 4, MHS 26)

Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Counties providing EASA Services shall submit data quarterly, directly into the Oregon Health & Science University (OHSU) EASA RedCap Data System.

Instructions for data entry into RedCap are located at <http://www.easacommunity.org/resources-for-professionals.php> and individual provider entry is located at <https://octri.ohsu.edu/redcap/>. Quarterly data shall be submitted no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.

(4) Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures (exceeding Section 5, MHS 26)

None.

3. Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

a. **Service Description and Performance Requirements** (exceeding Exhibit B-1, MHS 28)

- (1) Funds awarded for MHS 28 Services that are identified in Exhibit C, "Financial Assistance Award," as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(60)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:
 - (a) A Class 1 facility (as described in OAR 309-033-0520 (2)) is approved to:
 - i. Be locked to prevent a person from leaving the facility;
 - ii. Use seclusion and restraint; and
 - iii. Involuntarily administer psychiatric medication.
 - (b) A Class 2 facility (as described in OAR 309-033-0520 (3)) is approved to be locked to prevent a person from leaving the facility.
- (2) Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:
 - (a) Comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time;
 - (b) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and
 - (c) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of Individuals, as identified in their service plans, on a 24-hour basis.

b. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

c. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

4. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **GERO-SPECIALIST**

Exhibit B-2 Code: **35A**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with OAR 309-032-0301 through 309-032-0890 Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

- (1) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- (2) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;
- (3) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;

- (4) Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;
- (5) Regular collaboration with APD, DHS's Aging and Disabilities Resource Connection, CMHPs, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
- (6) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
- (7) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and
- (8) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

5. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

Specialized Service: **APD RESIDENTIAL**

Exhibit B-2 Code: **35B**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35 Services) Specialized Service requirements (MHS 35B Services) are residential services delivered directly or indirectly to Individuals with serious and persistent mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement. In addition, an annual referral for APD eligibility is required, or earlier if there is a significant change in the Individual's physical status.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with serious and persistent mental illness, who are determined not eligible for services under the Older Americans Act of 1965 as amended, yet would benefit from residential services from APD and meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT C
FINANCIAL ASSISTANCE AWARD**

MOD#: _____

CONTRACT#: _____

CONTRACTOR: _____

INPUT CHECKED BY: _____

DATE CHECKED: _____

COLUMN HEADERS:

| <u>SE#</u> | <u>FUND</u> | <u>PROJ CODE</u> | <u>CPMS</u> | <u>PROVIDER</u> | <u>EFFECTIVE DATES</u> |
|---------------------------|-------------|--------------------------|------------------------|-----------------|------------------------|
| <u>SLOT CHANGE / TYPE</u> | <u>RATE</u> | <u>OPERATING DOLLARS</u> | <u>STARTUP DOLLARS</u> | <u>PART ABC</u> | <u>PART IV</u> |
| <u>PAAF CD</u> | <u>BASE</u> | <u>CLIENT CODE</u> | <u>SP#</u> | | |

MODIFICATION INPUT REVIEW REPORT

MOD# : A0000

CONTRACT# : 160039

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

WKS

EFFECTIVE

DATE

CHANGE/TYPE

DATE

SE# FUND CODE CRRS PROVIDED INTS INTS CRRS/TYPE DATE RATE STARTUP PART PART PART CLIENT CODE CODE IV CD BASE IV SEP

FISCAL YEAR: 2020-2021

GALLAGHER CROOK CO.

3 000 -0-

1/1/2021 - 6/30/2021 0 /NA

\$0.00

\$440.00

\$440.00

\$0.00

TOTAL FOR SEP 3

BASEAD CROOK CO.

63 STD -0-

1/1/2021 - 6/30/2021 0 /NA

\$0.00

\$7,280.50

\$7,280.50

\$0.00

TOTAL FOR SEP 63

INUP CROOK CO.

65 424 -0-

1/1/2021 - 6/30/2021 0 /NA

\$0.00

\$2,500.00

\$2,500.00

\$0.00

TOTAL FOR SEP 65

BASEAD CROOK CO.

66 520 -0-

1/1/2021 - 6/30/2021 0 /NA

\$0.00

\$15,330.86

\$15,330.86

\$0.00

BASEAD CROOK CO.

66 STD -0-

1/1/2021 - 6/30/2021 0 /NA

\$0.00

\$17,548.27

\$17,548.27

\$0.00

TOTAL FOR SEP 66

GAMBL CROOK CO.

80 450 -0-

1/1/2021 - 6/30/2021 0 /NA

\$0.00

\$20,000.00

\$20,000.00

\$0.00

GAMBL CROOK CO.

80 888 -0-

1/1/2021 - 6/30/2021 0 /NA

\$0.00

\$5,000.00

\$5,000.00

\$0.00

TOTAL FOR SEP 80

GAMBL CROOK CO.

91 888 -0-

1/1/2021 - 6/30/2021 0 /NA

\$0.00

\$8,000.00

\$8,000.00

\$0.00

TOTAL FOR SEP 81

TOTAL FOR 2020-2021

FISCAL YEAR: 2021-2022

GALLAGHER CROOK CO.

3 000 -0-

7/1/2021 - 12/31/2021 0 /NA

\$0.00

\$440.00

\$440.00

\$0.00

TOTAL FOR SEP 3

BASEAD CROOK CO.

63 STD -0-

7/1/2021 - 12/31/2021 0 /NA

\$0.00

\$7,280.50

\$7,280.50

\$0.00

TOTAL FOR SEP 63

INUP CROOK CO.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 02/02/2021

Contract#: 166039
REF#: 000

REASON FOR FAAA (for information only):

This Financial Assistance Agreement (FAA) is for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services within the 2019-2021 Legislative Approved Budget (LAB) for the first six months of this Agreement and the upcoming 2021-2023 Legislative Approved Budget (LAB) for the second six months of this Agreement. This change in timeframes is due to an Oregon Health Authority (OHA) decision to change its Agreements to a calendar year basis, from January through December, rather than a biennial basis. The funding provided in the FAA was predicated on OHA's 2019-2021 LAB and as it will be proposed within the upcoming 2021-2023 budget period. The 2021-2023 LAB may include funding levels that are higher or lower than initially proposed in this Agreement. Therefore, the FAA herein may require modification, by written amendment, to this Agreement and at OHA's sole discretion, to reflect the actual funding amounts remaining in the 2019-2021 LAB and the proposed amounts in the upcoming 2021-2023 LAB. Additional ongoing approved funding changes after 12/16/2020 will be reflected in (a) subsequent amendment(s) to the FAA.

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

- A0000 1 The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Addictions Services Program Area, specifically for Problem Gambling Services. If County terminates its obligation to include Problem Gambling Services under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County the financial assistance subject to this special condition.
- A0000 2 These funds are for A&D 65 IDPF Services for quarterly invoices from 1/1/2021 to 12/31/2021.
- A0000 3 These funds must result in the delivery of A&D 66 Services to a minimum of 55 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2021. Up to 20% of 55 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 02/02/2021

Contract#: 166039
REF#: 000

Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$ 1,200 per individual.

A0000 4A) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed. B) These funds are for A&D 80 Services to Implement Problem Gambling, Alcohol and Other Drugs Prevention Integration approved project proposal activities that integrate the commonalities of risk factors for problem gambling and substances like alcohol, tobacco, marijuana or other drugs. Provider will develop specific objective and activities or integrate project activities into existing objectives in the approved implementation plan. Provider will submit progress toward objectives and deliverables within the Problem Gambling Prevention Reporting System on a quarterly basis.

MODIFICATION INPUT REVIEW REPORT

MOD# : W0267

CONTRACT# : 166039

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

| SE# | FUND CODE | CEMS PROVIDER | EFFECTIVE DATES | SLOT CHARGE/TYPE | RATE | CREATING DOLLARS | STARTUP PART DOLLARS | PART IV | PART CD | BASE | CLIENT CODE | SP# |
|-----|-----------|---------------|-----------------|------------------|------|------------------|----------------------|---------|---------|------|-------------|-----|
|-----|-----------|---------------|-----------------|------------------|------|------------------|----------------------|---------|---------|------|-------------|-----|

FISCAL YEAR: 2020-2021

BASE AID & ASSIST PROJECT

| | | | | | | | | | | | | |
|---|-----|-----|----------------------|-------|--------|-----------------|--------|---|---|---|--|--|
| 4 | 804 | AAE | 1/1/2021 - 6/30/2021 | 0 /NA | \$0.00 | \$1,821.63 | \$0.00 | A | 1 | Y | | |
| | | | | | | \$1,821.63 | \$0.00 | | | | | |
| | | | | | | TOTAL FOR SE# 4 | | | | | | |

BASE MI JAIL DIVERSION

| | | | | | | | | | | | | |
|---|-----|--------|----------------------|-------|--------|-----------------|--------|---|---|---|--|--|
| 9 | 406 | NIJAIL | 1/1/2021 - 6/30/2021 | 0 /NA | \$0.00 | \$106,666.67 | \$0.00 | A | 1 | Y | | |
| | | | | | | \$106,666.67 | \$0.00 | | | | | |
| | | | | | | TOTAL FOR SE# 9 | | | | | | |

CMRS MI BLOCK GRANT

| | | | | | | | | | | | | |
|----|-----|-------|----------------------|-------|--------|------------|--------|---|---|---|--|--|
| 20 | 301 | BLOCK | 1/1/2021 - 6/30/2021 | 0 /NA | \$0.00 | \$9,997.20 | \$0.00 | A | 1 | Y | | |
|----|-----|-------|----------------------|-------|--------|------------|--------|---|---|---|--|--|

BASE NON-RESIDENTIAL MENT

| | | | | | | | | | | | | |
|----|-----|--------|----------------------|-------|--------|------------------|--------|---|---|---|--|--|
| 20 | 804 | MEHENE | 1/1/2021 - 6/30/2021 | 0 /NA | \$0.00 | \$110,828.99 | \$0.00 | A | 1 | Y | | |
| | | | | | | \$120,828.19 | \$0.00 | | | | | |
| | | | | | | TOTAL FOR SE# 20 | | | | | | |

BASE COMMUNITY CRISIS SER

| | | | | | | | | | | | | |
|----|-----|--------|----------------------|-------|--------|-------------|--------|---|---|---|--|--|
| 25 | 406 | CRISIS | 1/1/2021 - 6/30/2021 | 0 /NA | \$0.00 | \$15,759.00 | \$0.00 | A | 1 | Y | | |
|----|-----|--------|----------------------|-------|--------|-------------|--------|---|---|---|--|--|

BASE COMMUNITY CRISIS SER

| | | | | | | | | | | | | |
|----|-----|--------|----------------------|-------|--------|-------------|--------|---|---|---|--|--|
| 25 | 804 | CRISIS | 1/1/2021 - 6/30/2021 | 0 /NA | \$0.00 | \$25,000.00 | \$0.00 | A | 1 | Y | | |
|----|-----|--------|----------------------|-------|--------|-------------|--------|---|---|---|--|--|

BASE MI CRISIS SERVICES-M

| | | | | | | | | | | | | |
|----|-----|--------|----------------------|-------|--------|------------------|--------|---|---|---|--|--|
| 25 | 806 | NICRSE | 1/1/2021 - 6/30/2021 | 0 /NA | \$0.00 | \$91,765.79 | \$0.00 | A | 1 | Y | | |
| | | | | | | \$132,524.79 | \$0.00 | | | | | |
| | | | | | | TOTAL FOR SE# 25 | | | | | | |

BASE PASARE FUNDS

| | | | | | | | | | | | | |
|----|-----|--------|----------------------|-------|--------|---------------------|--------|---|---|---|--|---|
| 36 | 804 | PASARA | 1/1/2021 - 6/30/2021 | 0 /NA | \$0.00 | \$750.00 | \$0.00 | C | 1 | Y | | 1 |
| | | | | | | \$750.00 | \$0.00 | | | | | |
| | | | | | | TOTAL FOR SE# 36 | | | | | | |
| | | | | | | TOTAL FOR 2020-2021 | | | | | | |

FISCAL YEAR: 2021-2022

BASE AID & ASSIST PROJECT

| | | | | | | | | | | | | |
|---|-----|-----|-----------------------|-------|--------|-----------------|--------|---|---|---|--|--|
| 4 | 804 | AAE | 7/1/2021 - 12/31/2021 | 0 /NA | \$0.00 | \$1,821.63 | \$0.00 | A | 1 | Y | | |
| | | | | | | \$1,821.63 | \$0.00 | | | | | |
| | | | | | | TOTAL FOR SE# 4 | | | | | | |

BASE MI JAIL DIVERSION

| | | | | | | | | | | | | |
|---|-----|--------|-----------------------|-------|--------|-----------------|--------|---|---|---|--|--|
| 9 | 406 | NIJAIL | 7/1/2021 - 12/31/2021 | 0 /NA | \$0.00 | \$106,666.67 | \$0.00 | A | 1 | Y | | |
| | | | | | | \$106,666.67 | \$0.00 | | | | | |
| | | | | | | TOTAL FOR SE# 9 | | | | | | |

CMRS MI BLOCK GRANT

| | | | | | | | | | | | | |
|----|-----|-------|-----------------------|-------|--------|------------|--------|---|---|---|--|--|
| 20 | 301 | BLOCK | 7/1/2021 - 12/31/2021 | 0 /NA | \$0.00 | \$9,997.20 | \$0.00 | A | 1 | Y | | |
|----|-----|-------|-----------------------|-------|--------|------------|--------|---|---|---|--|--|

MODIFICATION INPUT REVIEW REPORT

MOD: M0267

CONTRACT: 166039

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

PROJ: _____
 CPM# PROVIDER: _____

EFFECTIVE DATE: _____
 CHANGE/TYPE: _____

OPERATING DOLLARS
 STARTUP PART PART PART
 DOLLARS ABC IV CD BASE CLIENT
 CODE CODE SP#

FISCAL YEAR: 2021-2022

BASE 804 NON-RESIDENTIAL MENT

20 804 MENTMH 7/1/2021 - 12/31/2021 0 /NA \$0.00
 TOTAL FOR SE# 20

BASE 406 COMMUNITY CRISIS SER

25 406 CRIS19 7/1/2021 - 12/31/2021 0 /NA \$0.00
 TOTAL FOR SE# 25

BASE 804 COMMUNITY CRISIS SER

25 804 CRIS19 7/1/2021 - 12/31/2021 0 /NA \$0.00
 TOTAL FOR SE# 25

BASE 806 MI CRISIS SERVICES-M

25 806 MCRSE 7/1/2021 - 12/31/2021 0 /NA \$0.00
 TOTAL FOR SE# 25

BASE 804 PASARR FINES

35 804 PASARR 7/1/2021 - 12/31/2021 0 /NA \$0.00
 TOTAL FOR SE# 36

TOTAL FOR 2021-2022

TOTAL FOR M0267 166039

1

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 02/03/2021

Contract#: 166039
REF#: 001

REASON FOR FAAA (for information only):

This Financial Assistance Agreement (FAA) is for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services within the 2019-2021 Legislative Approved Budget (LAB) for the first six months of this Agreement and the upcoming 2021-2023 Legislative Approved Budget (LAB) for the second six months of this Agreement. This change in timeframes is due to an Oregon Health Authority (OHA) decision to change its Agreements to a calendar year basis, from January through December, rather than a biennial basis. The funding provided in the FAA was predicated on OHA's 2019-2021 LAB and as it will be proposed within the upcoming 2021-2023 budget period. The 2021-2023 LAB may include funding levels that are higher or lower than initially proposed in this Agreement. Therefore, the FAA herein may require modification, by written amendment, to this Agreement and at OHA's sole discretion, to reflect the actual funding amounts remaining in the 2019-2021 LAB and the proposed amounts in the upcoming 2021-2023 LAB. Additional ongoing approved funding changes after 12/16/2020 will be reflected in (a) subsequent amendment(s) to the FAA.

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

M0267 1A) These funds are for MHS 36 for Non-Medicaid clients. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. **Heading.** The heading of the Financial Assistance Award consists of the following information:
 - (1) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.
 - (2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
 - (3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
 - (4) **Input Checked** is for OHA's internal use only.
 - (5) **Date Checked** is for OHA's internal use only.
- b. **Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit F, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
 - (2) **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD's financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:
 - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
 - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds
 - (c) 401 Mental Health Marijuana Tax – Other Funds
 - (d) 402 Cares Act Coronavirus Relief Fund– Federal Funds
 - (e) 406 Tobacco Tax New Investments – Other Funds
 - (f) 411 Tobacco Master Settlement Account – Other Funds

- (g) 420 Beer and Wine Tax (20%) – Other Funds
- (h) 421 Beer and Wine Tax (40%) Treatment – Other Funds
- (i) 424 Intoxicated Driver Program Fund Outpatient – Other Funds
- (j) 426 Criminal Fines Assessment Prevention – Other Funds
- (k) 427 Marijuana Tax (20%) – Other Funds
- (l) 450 Marijuana Tax (40%) – Other Funds
- (m) 550 Medication Assisted Treatment – Federal Funds
- (n) 560 State Opioid Response – Federal Funds
- (o) 570 State Targeted Response to Opioid Crisis – Federal Funds
- (p) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
- (q) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (r) 804 Mental Health – General Funds
- (s) 806 Mental Health New Investments – General Funds
- (t) 807 Alcohol and Drug Treatment – General Funds
- (u) 888 Gambling Treatment – Lottery Funds
- (v) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (w) STD Standard Fund Splits – Uses multiple fund types by percentage.
- (x) SMI Standard Fund Splits – Uses multiple fund types by percentage.
- (y) SDX Standard Fund Splits – Uses multiple fund types by percentage.
- (z) SBD Standard Fund Splits – Uses multiple fund types by percentage.
- (aa) SBT Standard Fund Splits – Uses multiple fund types by percentage.
- (bb) DDX Standard Fund Splits – Uses multiple fund types by percentage.

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment. **Changes to the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” Section 18., “Notice.” County shall have 30 calendar days to request OHA replace the Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.**

- (3) **Column 3, Proj Code:** This item is for OHA internal use only.
- (4) **Column 4, CPMS:** This item is for OHA's internal use only.
- (5) **Column 5, Provider:** This is either the Provider's name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.
- (6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method "A" (as described in Section (11), "Column 11, Part ABC," below), these dates also specify the time period during which the approved Service funds will be disbursed to County.
- (7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period, as specified on that line of the Financial Assistance Award. This column will be blank, followed by NA if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three-character designations and have the following meanings:
 - (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.
 - (b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds, as set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.
- (10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses, incurred in initiating, expanding, or upgrading the specified Service, or for other special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit K of this Agreement and with startup procedures within the applicable Service Elements.

- (11) **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:
- (a) The letter ‘A’ indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, “Effective Dates.”
 - (b) The letter ‘B’ indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.
 - (c) The letter ‘C’ indicates OHA will disburse the awarded funds in the manner specified in Column 16, “SP#.”

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

- (12) **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.
- (13) **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.
- (14) **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:
- (a) The letter “Y” in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA’s funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.
 - (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.

(c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.

(15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.

(16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same Child and Adolescent Needs and Strengths (CANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT D
PAYMENT, SETTLEMENT, AND CONFIRMATION REQUIREMENTS**

1. OHA provides funding for Services through Part A, B, or C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” on lines in which column “Part ABC,” contains an “A” for Part A award, a “B” for Part B award, and a “C” for Part C award:
 - a. Funds awarded to County or Service Providers are subject to the following:
 - (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation and Disbursement” section, financial assistance requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate funding” means the total of all funding authorized in Exhibit C, “Financial Assistance Award” before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual’s care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services provided for the same Service, during the same time period or date of Service for the same Individual. County is obligated to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:
 - (a) OHA Contract name and number;
 - (b) Client name and date of birth;
 - (c) Service for which payment was received;
 - (d) Date of service covered by payment; and
 - (e) Amount of payment.
 - (2) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
 - (3) At no time will OHA pay above the Medicaid rate. Additionally, OHA will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <http://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
 - (4) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Contract or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or

termination of this Agreement, termination of OHA's obligation to provide funding for Services, or termination of County's obligation to include the Program Area in which Services fall; and

b. Part A awards:

OHA provides financial assistance for Services through Part A for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services in MHS 01, 08, 09, 10, 12, 13, 15, 16, 20, 22, 24, 25, 26, 27, 28, 31, 34, 36, and A&D 61, 63, 65, 66, and 67.

- (1) **Calculation of Financial Assistance:** OHA will provide financial assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (2) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
 - (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections or applicable special conditions.

c. Part B awards:

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but are included for budgetary purposes.

- (1) Part B awards are calculated and applied as follows:

- (a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at:
<http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>;
- (b) OHA calculates the rates and then processes claims through OHA's MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and
- (c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

d. Part C awards:

- (1) Part C awards are calculated and applied as follows:

The Part C financial assistance will be disbursed as follows: Unless a different disbursement method is specified in that line of the Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to amhcontract.administrator@state.or.us with the subject line "Invoice, contract # (your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this Agreement.

- (a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

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

e. Start-Up awards:

- (1) **Calculation of Financial Assistance:** OHA will provide financial assistance for A&D 60 and MHS 37 Services from funds identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit K, "Start-Up Procedures." The total OHA financial assistance for all A&D 60 and MHS 37 activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 60 and MHS 37 as specified in that line of the Financial Assistance Award.
- (2) **Disbursement of Financial Assistance:**
 - (a) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Start-Up funds awarded for A&D 60 and MHS 37 in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Report," as described in and in accordance with Exhibit L, "Start-Up Procedures."
 - (b) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

(f) Settlement and Confirmation of Performance Requirements:

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description.

(1) Agreement Settlement:

- (a) Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of the

Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

(b) Agreement Settlement for Start-Up Services:

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Start-Up and amounts due for Services based on actual allowable expenditures incurred in accordance with the Service Description and Exhibit L, "Start-Up Procedures."

County shall submit all Start-Up Request and Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement, whichever is earlier, shall not be accepted nor any funds owed by OHA.

(2) Confirmation of Performance and Reporting Requirements:

County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services falls and subject to the terms and limitations in this Agreement.

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**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

1. **County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2019-2020 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2018-2019. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2020-2021 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2019-2020. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
2. **Limitations on use of Financial Assistance Awarded Addiction Treatment, Recovery, & Prevention Services.** Financial assistance awarded under this Agreement for Addiction Treatment, Recovery, & Prevention Services (as reflected in the Financial Assistance Award), may not be used to:
 - a. Provide inpatient hospital services;
 - b. Make cash payments to intended recipients of health services;
 - c. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
3. County shall maintain separate fund balances for the Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
4. **County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0120 through 407-045-0955, as such statutes and rules may be revised from time to time.
5. **Trauma Informed Services** also referred to as **Trauma Informed Care (TIC).** CMHP shall comply with OAR 309-019-0105(118) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care

(TIC) Policy located at <https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf>. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.
7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.
8. **Performance Standards and Quality Measures.** County shall comply with the following:
 - a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
 - b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (4) **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving Addiction Treatment, Recovery, & Prevention Services with funds

provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

- (5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to Addiction Treatment, Recovery, & Prevention Services only.
- (8) **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
 - (a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (b) **Supported Housing:** This measure is to count integrated housing for Individuals with Serious and Persistent Mental Illness (SPMI). The measure will be calculated based on the Individuals receiving rental assistance through the Rental Assistance Program and through the identification of Supported Housing in the community.
 - (c) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (d) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of

Individuals with a goal of improved attendance. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

- (e) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

- (f) **Oregon State Hospital (OSH) Ready to Transition List (RTT):** All Contractors need to work together to make sure when an Individual is deemed Ready To Transition, they are discharged timely and with the appropriate Services and supports. This measure will be calculated by identifying the length of time from RTT to discharge for Individuals at OSH under civil commitment.

This measure applies only to Community Mental Health services.

9. Upon OHA's identification of any deficiencies in the County's performance under this Agreement, including without limitation failure to submit reports as required, failure to expend available funding, or failure to meet performance requirements, County shall prepare and submit to OHA within 30 calendar days a Corrective Action Plan (CAP) to be reviewed and approved by OHA. The CAP shall include, but is not limited to, the following information:
- a. Reason or reasons for the CAP;
 - b. The date the CAP will become effective, with timelines for implementation;
 - c. Planned action already taken to correct the deficiencies, as well as proposed resolutions to address remaining deficits identified, with oversight and monitoring by OHA; and
 - d. Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

10. Reporting Requirement for MOTS

All Individuals receiving Services for A&D 03, 61, 62, 63, 64, 65, 66, 67, and MHS 01, 04, 05, 08, 09, 13, 15, 20, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH], and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other

types of community behavioral health providers); these programs shall all have a license or letter of approval from the HSD or AMH;

- b. Providers that are subcontractors (can be a subcontractor or a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
 - c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
 - d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and /or substance abuse services).
- e. Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

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**EXHIBIT F
GENERAL TERMS AND CONDITIONS**

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.

 - (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
 - (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.
- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

 - (1)** No County default, as described in Section 6 of Exhibit G, "Standard Terms and Conditions," has occurred.
 - (2)** County's representations and warranties, as set forth in Section 4 of Exhibit G, "Standard Terms and Conditions," are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. Recovery of Financial Assistance.**

 - (1) Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) **Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by

OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a)** If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:
 - i.** Make a payment to OHA in the full amount of the Misexpenditure as identified by OHA in the notice; or
 - ii.** Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA’s notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, “Definitions,” County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County’s request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration.
 - ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A, “Definitions,” and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal

funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also pay to OHA the interest, if any, charged by the federal government on such amount.

- B.** If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

- C. If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.
- D. Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by OHA rule or an OHA writing that applied when the expenditure was made but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - II. For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.

OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.
 - III. The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
- VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

- (d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent

of County, shall OHA deduct from any one payment due County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties' rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a)** County shall cooperate with OHA in the Agreement Settlement process.
- (b)** OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County's recovery of any money from any other entity.
- (c)** If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d)** Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e)** Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a.** County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 62, A&D 65, A&D 80, A&D 81, A&D 82, A&D 83 and A&D 84, which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Award Adjustments section, County shall promptly notify in writing of such use.
- b.** Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of

this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.
- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

5. **Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to the Provider Monitoring section below, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and those subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit I, "Required Provider Contract Provisions," in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.
6. **Provider Monitoring.** County shall monitor each Provider's delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider's delivery of a Service or in a Provider's compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
7. **Alternative Formats and Translation of Written Materials, Interpreter Services.**
- In connection with the delivery of Program Element services, County shall make available to Client, without charge, upon the Client's reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats.
 - b. All written materials related to the services provided to the Client in the Client's language.
 - c. Oral interpretation services related to the services provided to the Client in the Client's language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or County, in the prevalent non-English language(s) within the County service area.

8. **Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
 - a. Client, Service and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
9. **Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Exhibit G, Termination section; or (c) termination by the County, in accordance with Exhibit G, Termination section, of County's obligation to include in its CMHP a Program Area that includes that Service.
10. **OHA Reports.**
 - a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County's Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
11. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
12. **Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<http://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

- 13. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
- 14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.
- 15. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 16. Purchase and Disposition of Equipment.**
- a.** For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network;
 - (2) Personal Computer;
 - (3) Printer/Plotter;
 - (4) Server;

- (5) Storage device that will contain client information;
 - (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
 - (7) Software, when the acquisition cost is \$100 or more.
- b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:
- (1) Description of the Equipment;
 - (2) Serial number;
 - (3) Where Equipment was purchased;
 - (4) Acquisition cost and date; and
 - (5) Location, use, and condition of the Equipment.
- County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@state.or.us by June 30th of the first fiscal year and at the end of the remainder of the term of this Contract. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.
- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a Special Condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Disbursement and Recovery of Financial Assistance above.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT G
STANDARD TERMS AND CONDITIONS**

- 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145, (e) 45 CFR 164 Subpart C, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. 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. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** County represents and warrants as follows:

 - (1) Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

- c. County: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets; or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

7. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - (4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.

- c. OHA and County agree that this Agreement extends to March 31, 2022, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, "Financial Assistance Award") for Services performed, or not performed, by County during the 2019-21 biennium and prior to July 1, 2021. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after December 31, 2021.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA's obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA's prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that

Service, during the period from the effective date of this Agreement through the termination of OHA's obligation to provide financial assistance for that Service.

- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
- (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Community Mental Health Services (MHS 01) and System Management and Coordination - Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.
- (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

c. Disbursement Limitations. Notwithstanding subsections (a) and (b) above:

- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
- (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

- d. **Survival.** Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit F. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Insurance.** County shall require Providers to maintain insurance as set forth in Exhibit J, "Provider Insurance Requirements," which is attached hereto.
11. **Records Maintenance; Access and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
- b. **Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.

- c. **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
- d. **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants County, its Provider(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its Provider(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including 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.
13. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

14. Assignment of Agreement, Successors in Interest.

- a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

15. No Third Party Beneficiaries. OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. 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.

16. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324
E-mail address: _____

COUNTY: Contact Name: Eric Blaine
Title: County Counsel
Street Address: 300 NE Third Street
City, State Zip: Prineville, OR 97754

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
21. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
22. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
23. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the State is jointly liable with the County (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 24. Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT H
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit G, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, 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 law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all Providers to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

9. **Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a) (27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider 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.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery, & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

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

b. Women's or Parent's Services. If County provides A&D 61 and A&D 62 Services, County must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

c. Pregnant Women. If County provides any Addiction Treatment, Recovery, & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, County must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

- (2) If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. **Intravenous Drug Abusers.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
 - (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to County is made;
 - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or
 - (c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. **Infectious Diseases.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
 - (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted

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

- (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
- (3) For purposes of (2) above, “tuberculosis services” means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment services.
- f. **OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention, and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit F, “General Terms and Conditions,” Section 7., “Alternative Formats and Translation of Written Materials, Interpreter Services”).
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. **Tobacco Use.** If County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to

eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- k. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery, & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery, & Prevention Service to that Individual.
16. **Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.**
- Funding requirements.** TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:
- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
 - b. Be an Oregon resident.
 - c. Have income at or below 250% of the Federal Poverty Level.
- Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical Services may be provided with TANF Block Grant funds.
17. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.
18. **Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at:
<http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
20. **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.

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**EXHIBIT I
REQUIRED PROVIDER CONTRACT PROVISIONS**

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c. If this Contract requires Provider to deliver Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
 - (1) Provide inpatient hospital services;
 - (2) Make cash payments to intended recipients of health services;
 - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
 - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this

requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access and Confidentiality.

- a. Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.

- b. All written materials related to the services provided to the Client in the Client's language.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
 - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 14. Disclosure.
5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H "Required Federal Terms and Conditions," to the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J "Provider Insurance Requirements," of the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

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**EXHIBIT J
PROVIDER INSURANCE REQUIREMENTS**

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"); and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by 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 OHA. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:** ☒ **Required by OHA** ☐ **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract containing the following Services: | Required Insurance Amount: |
|---|----------------------------|
| A&D 03, A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, , MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHA 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39, MHS | \$1,000,000 |
| A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31 | \$2,000,000 |

3. **Commercial General Liability:** ☒ Required by OHA ☐ Not required by OHA.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract containing the following services: | Required Insurance Amount: |
|--|----------------------------|
| A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39 | \$1,000,000 |

4. **Automobile Liability:** ☒ **Required by OHA** ☐ **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and 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"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Provider Contract not-to-exceed under this Agreement: | Required Insurance Amount: |
|--|----------------------------|
| A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39, | \$1,000,000 |
| MHS 27, MHS 28, MHS 28A | \$2,000,000 |

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **Notice of Cancellation or Change.** The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
7. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and County 's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
8. **Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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**EXHIBIT K
START-UP PROCEDURES**

**Addiction Treatment, Recovery, & Prevention, and Problem Gambling (Service Element A&D 60)
Community Mental Health (Service Element MHS 37)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

1. Basis and Method of Payment

- a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. Special Written Approval Authorizations

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

a. WHEN LEASING:

- (1) Acquisition of real property, vehicles or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. OTHER:

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. Release of Payments

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. Start-Up Expenditure Documentation Maintained by County

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. Dedicated Use Requirement

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. Removal of Liens

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling

1. Policies: Start-Up funds:

- a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
- b. Must be expended only for items and services listed below.
- c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.
- d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

2. Allowable Costs

- a. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - (1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;
 - (2) OPE costs; and
 - (3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
- b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.
 - (1) Lease/mortgage payments and deposits;
 - (2) Property taxes and maintenance fees not included in lease or mortgage payments;
 - (3) Utility costs, including hook-up fees;
 - (4) Equipment rental costs; and
 - (5) Initial insurance premiums (general liability and professional liability insurance).
- c. **Program Staff Training:** Up to 2 weeks for program staff, or as otherwise approved by OHA:
 - (1) Training materials;
 - (2) Training fees;
 - (3) Trainer fees; and
 - (4) Travel costs (excluding out of state).
- d. **Services and Supplies:**
 - (1) Program and office supplies; and
 - (2) Initial supplies of food, maintenance, and housekeeping items.

e. Capital Outlay:

- (1)** Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;
- (2)** Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- (3)** Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- (4)** Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- (5)** Renovation of real property costing less than \$10,000.

**2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT L
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

| Crook County | | | | |
|------------------------------|---|--------------------------------|----------------------------|---------------|
| Service Description # | Service Description Name | Vendor or Sub-recipient | All Funding Sources | CFDA # |
| MHS 01 | System Management and Coordination | | N/A | |
| A&D 03 | System Management and Coordination - Addictions Services | | N/A | |
| A&D 60 | Start-Up - Addictions Services | | N/A | |
| A&D 61 | Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services | | N/A | |
| A&D 62 | Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment | | N/A | |
| A&D 63 | Peer Delivered Services | | N/A | |
| A&D 64 | Housing Assistance | | N/A | |
| A&D 65 | Intoxicated Driver Program Fund (IDPF) | | N/A | |
| A&D 66 | Community Behavioral and Addiction Treatment, Recovery & Prevention Services | Subrecipient | SAPT | 93.959 |
| A&D 67 | Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity | | N/A | |
| A&D 71 | Youth Addiction, Recovery & Prevention Residential Treatment Services | | N/A | |
| A&D 80 | Problem Gambling Prevention Services | | N/A | |
| A&D 81 | Problem Gambling Treatment Services | | N/A | |
| A&D 82 | Problem Gambling Residential Services | | N/A | |
| A&D 83 | Problem Gambling Respite Treatment Services | | N/A | |
| A&D 84 | Problem Gambling Client Finding Outreach Services | | N/A | |
| MHS 04 | Aid and Assist Client Services | | N/A | |

| | | | | |
|---------|--|--------------|------|--------|
| MHS 05 | Assertive Community Treatment Services | | N/A | |
| MHS 08 | Crisis and Acute Transition Services (CATS) | | N/A | |
| MHS 09 | Jail Diversion | | N/A | |
| MHS 10 | Mental Health Promotion and Prevention Services | | N/A | |
| MHS 12 | Rental Assistance Program Services | | N/A | |
| MHS 13 | School-Based Mental Health Services | | N/A | |
| MHS 15 | Young Adult Hub Programs (YAHP) | | N/A | |
| MHS 16 | Peer Delivered Services (PDS) | | N/A | |
| MHS 16A | Veterans Peer Delivered Services | | N/A | |
| MHS 20 | Non-Residential Mental Health Services For Adults | Subrecipient | MHBG | 93.958 |
| MHS 22 | Non-Residential Mental Health Services For Child and Youth | | N/A | |
| MHS 24 | Acute and Intermediate Psychiatric Inpatient Services | | N/A | |
| MHS 25 | Community MH Crisis Services for Adults and Children | | N/A | |
| MHS 26 | Non-Residential Mental Health Services for Youth & Young Adults In Transition | | N/A | |
| MHS 26A | Early Assessment and Support Alliance (EASA) | | N/A | |
| MHS 27 | Residential Mental Health Treatment Services for Youth and Young Adults In Transition | | N/A | |
| MHS 28 | Residential Treatment Services | | N/A | |
| MHS 28A | Secure Residential Treatment Facility | | N/A | |
| MHS 30 | Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board | | N/A | |
| MHS 31 | Enhanced Care and Enhanced Care Outreach Services | | N/A | |
| MHS 34 | Adult Foster Care Services | | N/A | |

| | | | | |
|---------|---|--|-----|--|
| MHS 35 | Older or Disabled Adult Mental Health Services | | N/A | |
| MHS 35A | Gero-Specialist | | N/A | |
| MHS 35B | APD Residential | | N/A | |
| MHS 36 | Pre-Admission Screening and Resident Review Services (PASRR) | | N/A | |
| MHS 37 | Start-Up - Community Mental Health | | N/A | |
| MHS 38 | Supported Employment Services | | N/A | |
| MHS 39 | Projects For Assistance In Transition From Homelessness Services (PATH) | | N/A | |

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: March 16, 2021

RE: *Amendment 1 to 2021 IGA 166039 for the Financing of Community Mental Health, Addiction Treatment, Recovery and Prevention, and Problem Gambling Services*
Our File No.: MH 40

Attached is an Amendment 1 to the same agreement being discussed at today's meeting, adding funds to the Non-Residential Community Mental Health Services for Adults.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as the underlying agreement to the current Discussion item.



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**FIRST AMENDMENT TO
OREGON HEALTH AUTHORITY
2020-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #166039**

This First Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Crook County** ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Crook County

By:

| | | | |
|----------------------|---------------|-------|----------|
| _____ | Seth Crawford | Judge | 4/7/2021 |
| Authorized Signature | Printed Name | Title | Date |

State of Oregon acting by and through its Oregon Health Authority

By:

| | | | |
|----------------------|--------------|-------|-------|
| _____ | _____ | _____ | _____ |
| Authorized Signature | Printed Name | Title | Date |

Approved by: Director, OHA Health Systems Division

By:

| | | | |
|----------------------|--------------|-------|-------|
| _____ | _____ | _____ | _____ |
| Authorized Signature | Printed Name | Title | Date |

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Theresa Naegeli on March 15, 2021; e-mail in contract file.

ATTACHMENT 1
EXHIBIT C
Financial Pages

| MODIFICATION INPUT REVIEW REPORT | | | | | | | | | | | | |
|----------------------------------|------|------|--------------------------|---------------------|------------------|------|-------------------|----------------------|--------|--------|--------|-------------|
| MOD# 166039 | | | CONTRACTOR: BROWN COUNTY | | | | | | | | | |
| CONTRACT# 166039 | | | DATE CHECKED: | | | | | | | | | |
| INPUT CHECKED BY: | | | PROJECT | | | | | | | | | |
| SE# | FUND | CODE | CPMS PROVIDER | EFFECTIVE DATES | SLOT CHANGE TYPE | RATE | OPERATING DOLLARS | STARTUP COST DOLLARS | BASE | BASE | BASE | CLIENT CODE |
| SP# | | | | | | | | | | | | |
| FISCAL YEAR: 2021-2022 | | | | | | | | | | | | |
| BASE NON-RESIDENTIAL MENT | | | | | | | | | | | | |
| 01 | 401 | | MEMPHIS | 1-1-2021-6-30-2021 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| TOTAL FOR SE# 01 | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| TOTAL FOR 2021-2022 | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| FISCAL YEAR: 2022-2023 | | | | | | | | | | | | |
| BASE NON-RESIDENTIAL MENT | | | | | | | | | | | | |
| 01 | 401 | | MEMPHIS | 1-1-2022-12-31-2022 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| TOTAL FOR SE# 01 | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| TOTAL FOR 2022-2023 | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| TOTAL FOR MOD# 166039 | | | | | | | \$251,965.82 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY

DATE: 03/10/2021

Contract#: 166039

REF#: 002

REASON FOR FAAA (for information only):

Non-Residential Community Mental Health Services For Adults (MHS 20),
payments are added.

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: March 23, 2021

RE: *IRU Agreement – Order 2020-51, Amendment 1*
Our File No.: GIS 91

The attached "Indefeasible Right of Use" (IRU) agreement with Prinetime Internet Solutions, LLC, would provide a certain amount of fiber capacity to the County for a period of no longer than 20 years.

Contrary to a prior statement, this is not the same agreement as the City of Prineville executed, although it is for a very similar project.

Under this agreement the County will pay a \$30,000 initial fee plus \$6,300 per year (escalated at 3 percent per year¹) for 20 years, in exchange for one dark fiber pair connecting three County sites.

The total cost to the County, assuming the IRU is not sooner terminated, will be \$199,283.36.

The IRU states that Prinetime disclaims all warranties permitted under applicable law, including the warranty of merchantability, fitness for a particular purpose, and lack of negligence or workmanlike effort. In the event of suit, Prinetime's damages would be limited to the maximum amount of fees paid to Prinetime for the preceding 12 months. This would mean, for instance, that a breach which occurs in month 13 would not include as damages the one-time payment of \$30,000.

During the term of the IRU, Prinetime agrees to maintain only \$500,000 per occurrence in insurance and does not commit to naming the County an additional insured. Other contracts the County maintains with Prinetime requires them to name the County as an additional insured on policies at least equal to the liability limits of the Oregon Tort Claims Act, currently set at \$1,538,300.00, and which will increase each year on or before July 1. (This assumes the legislature does not amend the OTCA, as they are currently considering.)

In the event of a force majeure occurrence, the parties are temporarily excused from their normal obligations to perform. However, there is no temporary excuse from the County's

¹ CPI charges over the last 9 years have averaged 1.6 percent, with a high of 2.2 percent.

obligation to pay, even in the event that no fiber is being provided due to a force majeure event.

The agreement is also subject to the continuation of the non-exclusive franchise granted by the City of Prineville. If that franchise is terminated such that these services can no longer be provided by Prinetime, the services will terminate unless Prinetime enters into a new franchise with the City on terms which the City and Prinetime may establish. The County may not receive immediate notice of such a termination and may not be able to review the provisions of the new franchise prior to it going into effect.

Finally, it bears repeating how this agreement was procured. In the winter of last year, the County approved Order 2020-51, which discussed the possible use of CRF grant money to extend a fiber line to the Fairgrounds. Although that order made findings of fact for an anticipated emergency award, it also observed that the IT Department sought competitive quotes from one potentially interested competitor and was unaware of any other potentially interested firm. Order 2020-51 therefore made alternative findings that would have authorized proceeding as an intermediate procurement as well. Here, the services do not include extending a line to the Fairgrounds. Nevertheless, some of the facts as described in Order 2020-51 have been replicated: The County has one price quote from an interested firm, has been told that a competing firm is not interested at this time in providing a price quote, and the IT Department is unaware of who else may be interested in bidding on this project. For this reason, we have attached an amended Order 2020-51, which would document these circumstances and allow for the award of this contract as a sole source procurement.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

IN THE MATTER OF MAKING FINDINGS)
OF FACT AUTHORIZING THE SOLE SOURCE)
PROCUREMENT OF INTERNET CONNECTIV-)
ITY SERVICES TO LINK COUNTY FACILITIES)
AND MODIFYING THE PREVIOUSLY)
APPROVED ORDER 2020-51 TO REFLECT)
UPDATED CIRCUMSTANCES)

ORDER NO. 2020-51

AMENDMENT 1

WHEREAS, on or about October 21, 2020, the Crook County Court approved Order 2020-51, regarding findings of fact for an emergency procurement of internet connectivity services; and

WHEREAS, since the approval of Order 2020-51, the County has experienced significant changes in the circumstances which led to that Order's approval; and

WHEREAS, while the need for an emergency procurement as described in Order 2020-51 has since changed, there are sufficient facts to warrant the award of specified internet connectivity services to link County facilities pursuant to ORS 279A.075 and Crook County Code section 3.12.060(4).

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. The following are adopted as the County's *FINDINGS OF FACT* regarding the award of a contract for internet connectivity services as a sole source, to Prinetime Internet Solutions, LLC.

Findings:

- A. Crook County, Oregon, is a rural community of approximately 25,000 residents. The County includes large tracts of unincorporated land, the City of Prineville, and the communities of Post, Paulina, and Powell Butte.
- B. The Crook County Court is the board of county commissioners for Crook County and is responsible under ORS 203.010 to address issues of County concern.
- C. In order to provide services to the public, County departments need reliable, high-bandwidth internet connectivity. In the present public health emergency, declared by the Governor on or about March 8, 2020, this includes the environmental health program, the public health department, the Sheriff's Office, the County jail, and the District Attorneys office. Other departments may not be providing public health or public safety services directly, but are nevertheless essential to support those services. These include the Information Technologies office, the County Administration office, the Finance office, and the Road Department. County departments must continue to provide services and perform their public service duties during emergencies, to the extent possible, in order to render the essential services upon which the general public relies, in addition to those routine services which are required whether or not there is a public health emergency. County departments therefore have need for reliable internet connectivity to fulfill vital public service functions.

- D. One of the most critical capabilities necessary to successfully provide vital public services is reliable, high-speed internet connectivity, with significant bandwidth. Especially because COVID-19 is transmissible through physical proximity, and the guidelines issued by the Centers for Disease Control and Prevention (CDC) and Oregon Health Authority (OHA) stress the importance of maintaining physical distance between individuals, the need for telework, teleconferencing, and reliable, instantaneous communication is especially acute.
- E. The connectivity of County offices is substantially related to addressing the present public health emergency due to the likelihood that County offices and buildings will be materially involved in the above-described public service needs. County departments, including those which may not be immediately apparent, either are or are reasonably anticipated to be involved in ameliorating the emergency, especially if there is a significant outbreak of COVID-19 infections and the local hospital system's capacity is overwhelmed. Some of those offices will be directly providing services to patients or the general public; other offices will be undertaking activities which are essential to support the functioning of the County's emergency response. By way of illustration and not limitation, the County may need to make significant space available for public health and public safety activities available to County or other agencies' staff, including the need for telecommunication and telemedicine. The large meeting rooms at 246 North Main Street, Prineville (the Bowman Museum) and 175 Northwest Meadow Lakes Drive, Prineville (the Crook County Library) may be employed.

- F. The County Library serves a vital public service by making available computers and internet connectivity to members of the public who do not otherwise have access to such equipment or services at home. This assists the public in completing important personal tasks, such as filing one's taxes, applying for jobs, corresponding with loved ones, and filing for public service benefits. In particular, when many other public agencies have severely limited their willingness to render services in-person, providing a means whereby members of the public can engage with these services remotely is an important public service in its own right.
- G. The County is authorized to engage in a direct award of a contract, without competitive process, for a qualified, responsible private vendor to upgrade the internet capabilities of Crook County Offices. The anticipated dollar value for this project is approximately \$200,000.00 over a twenty-year duration. The desired services would connect the County Library, the Bowman Museum, and the County IT office.
- H. The Crook County IT Department has sought information regarding the availability of potential vendors to perform the desired services. The IT Department has determined, and advised, that Prinetime Internet Solutions, LLC, is interested, and that Bend Broadband has stated they are not interested in pursuing this project. The IT Department has advised the Crook County Court that it does not know of any other qualified business which may be interested in performing the desired services. The County Court finds that Prinetime Internet Solutions, LLC, is a responsible service vendor as that term is defined by law, is capable of performing the desired services, that their proposal presents the best value to the County as contracting agency.

I. Prinetime Internet Solutions, LLC, has been granted a franchise by the City of
Prineville for the laying of internet fiber lines, memorialized as Ordinance No. 1192.

Section 2. In light of the foregoing findings of fact, the Crook County Court determines that there is only one vendor of the desired internet connectivity services of the quality required; that the need for internet connectivity, especially in light of the current public health emergency, requires the expeditious award of a services contract; and that in light of the fact that no other known internet service provider is interested in performing the required services, the County is authorized to award the contract to Prinetime Internet Solutions, LLC, pursuant to ORS 279B.075 and CCC 3.12.060(4).

Section 3. The terms of Order 2020-51 is superseded by, and replaced with, the provisions of this Amendment 1.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Section 4. In the event that a court of competent jurisdiction should invalidate any portion of this Order 2020-51, Amendment 1, the remaining portions will continue in full force and effect.

DATED this _____ day of _____, 2021.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

| <u>Vote:</u> | Aye | Nay | Abstain | Excused |
|---------------|-------|-------|---------|---------|
| Seth Crawford | _____ | _____ | _____ | _____ |
| Jerry Brummer | _____ | _____ | _____ | _____ |
| Brian Barney | _____ | _____ | _____ | _____ |

AMENDMENT 1
To Authorization for Services

This first Amendment 1 (the "Amendment 1") modifies that certain Authorization for Services (the "Agreement") effective on or about July 9, 2019, by and between Crook County, a political subdivision of the State of Oregon ("County"), and PrineTime Internet Solutions, LLC, an Oregon limited liability company ("PrineTIME"). County and PrineTIME may be collectively referred to as "the Parties."

RECITALS

A. *WHEREAS*, the Parties approved the Agreement, whereby PrineTIME provides certain services to County in exchange for specified fees; and

B. *WHEREAS*, the Parties wish to modify the Agreement as described herein.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained in this Amendment 1, the Parties agree as follows:

1. **Effective Date**: This Amendment 1 becomes effective upon the date when signed by both Parties.
2. **Services**: Upon the Effective Date, Exhibit A of the Agreement is deleted and replaced with the Exhibit A attached to and made a part of this Amendment 1.
3. **Duration**: Notwithstanding anything to the contrary herein, the duration of the Agreement as modified by this Amendment 1 is extended to March 30, 2026, unless sooner terminated as described therein.
4. Except as modified by this Amendment 1, the terms of the Agreement remain in full force and effect.

In Witness Whereof, the parties have approved this Amendment 1 upon the dates below:

ACCEPTED FOR CROOK COUNTY

ACCEPTED FOR PRINETIME

BY: _____

BY: _____

(printed name)

(printed name)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

*initials if needed:

County Judge / Date

County Commissioner / Date

County Commissioner / Date

Exhibit A

Service Agreement

Company Legal Name: **Crook County**

TN: **(541) 416-3930**

Service Addresses:

- County Library: 175 NW Meadow Lakes Drive, Prineville, Oregon 97754.
- Bowman Museum: 246 N Main Street, Prineville, Oregon 97754.
- Fairgrounds: 1280 SE Main Street, Prineville, Oregon 97754.
- Health Department: 375 NW Beaver Street, Suite 100, Prineville, Oregon 97754.
- Landfill Office: 110 SW Landfill Road, Prineville, Oregon 97754.
- County IT Office: 422 NW Beaver Street, Prineville, Oregon 97754.

Billing Address: **422 NW Beaver Street, Prineville, Oregon 97754**

Contact Person: **Troy Poncin**

TN: **(541)416-3930**

Email Address: **troy.poncin@co.crook.or.us**

Billing Contact: **Troy Poncin**

TN: **(541)416-3930**

Email Address: **troy.poncin@co.crook.or.us**

IT Consultant:

TN:

Email Address:

CPE Vendor: **N/A**

TN:

Email Address:

| Services | MRC | Installation |
|---|-------------------|------------------|
| 1. 100 Mbps Backup Transport Circuit w/ QinQ (Museum to IT) | \$75.00 | \$0.00 |
| 2. 100 Mbps Backup Transport Circuit w/ QinQ (Library to IT) | \$75.00 | \$0.00 |
| 3. 100 Mbps Transport Circuit w/ QinQ (Fairgrounds to IT) | \$400.00 | \$0.00 |
| 4. 100 Mbps Backup Transport Circuit w/ QinQ (Health Dept. to IT) | \$75.00 | \$0.00 |
| 5. 100 Mbps Transport Circuit w/ QinQ (Landfill to IT) | \$400.00 | \$1200.00 |
| 6. 1 Gbps Dedicated Internet Access Circuit | \$2000.00 | \$0.00 |
| 7. Crook County Maintenance Agreement | \$450.00 | \$0.00 |
| 8. Fairgrounds WIFI Service Agreement | \$350.00 | \$0.00 |
| | \$3,825.00 | \$1200.00 |

TERMS: **Sixty Months from the date of this Service Agreement.**

BILLING INFO: **Monthly**

This Agreement is made by and between Customer and PrineTIME as follows:

1. Rates and Payment: PrineTIME provides services in accordance with the attached rate schedules, with copies available at the PrineTIME Main Office. County agrees to pay monthly charges for services. County will be responsible for payment of any federal, state, or local use, excise or sales taxes, regulatory surcharge due to services provided by PrineTIME to the County. PrineTIME shall bill the County monthly. Accounts are considered delinquent if not paid in full within 30 days after receipt of the

976 W 3rd St., Prineville, OR 97754

ph (541) 447-9840

<http://www.PrineTIME.com>

Exhibit A

invoice. A service charge of 9% per annum will be charged on all delinquent amounts from the date due. If payment is not received within 30 days after date due, PrineTIME reserves the right to terminate service immediately and collect all monies due. The fees agreed upon within this Agreement shall be in force throughout the term of this Agreement.

2. **Termination:** The parties may terminate any or all components of this Agreement as described in this Section.

(a) **For Convenience (no cause):** To terminate any or all components of this Agreement for convenience or for no cause, County must provide PrineTIME written notification at least 30 days in advance to the date of termination. Upon written notification of termination for convenience, PrineTIME will have 30 days to complete the disconnection process.

Upon receiving notification of the completion of the disconnection process, County will pay a lump sum equal to 100% of the remaining monthly recurring charges for the unexpired portion of the Agreement, plus a lump sum equal to all reasonable out-of-pocket charges incurred by PrineTIME for providing the access services to the County's premises, but only for the components terminated. This lump sum will be reduced by the amount of expenses PrineTIME would have incurred had the agreement or individual components not been terminated by County for convenience prior to the expiration of its term.

PrineTIME and County agree that the lump sum payment discussed above is to compensate PrineTIME for the expenses PrineTIME incurred securing services from its upstream vendors, and that the lump sum payment is compensatory and is not a penalty.

The remedies of this Section 2 are strictly in the event of a "No Cause" termination. Any and all "For Cause" termination remedies are set forth separately in this Agreement.

(b) **Telecommunication Standards:** Should the services provided by PrineTIME be inconsistent with telecommunications common carrier industry standards, and County delivers written notice to PrineTIME specifying such inconsistency, PrineTIME will have 30 days to correct the inconsistency and, if not corrected, County may terminate this Agreement immediately and without further notice.

(c) **For Cause:** With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage.

(d) **For Credit Rating:** This Agreement may be terminated by PrineTIME upon unacceptable credit or reference check, at the sole discretion of PrineTIME. If PrineTIME terminates pursuant to this subsection (d), PrineTIME shall provide written notice to County of such termination.

3. **Equipment Return:** County is responsible to return all rental equipment owned by PrineTIME to PrineTIME within 14 days of the service cancellation date. If equipment is not returned within 14 days of cancellation date, the County will be billed and responsible for the list price of the equipment.

4. **Effective Date of Service:** County agrees that the effective date of service will be the effective date of the Agreement, or when service actually begins, whichever is later, and that PrineTIME will use its best efforts to commence service in a reasonable length of time, although, PrineTIME shall not be held liable for a delay or failure in service availability from the ILEC (Qwest).

976 W 3rd St., Prineville, OR 97754 ph (541) 447-9840 <http://www.PrineTIME.com>

Exhibit A

5. **Disclaimer and Limitation of Liability:** No warranty is expressed and none shall be implied, including warranty of merchantability or warranty of fitness for use for a particular purpose, which extends beyond the terms hereof. Neither party shall have any liability to the other or any third party for any general, special, incidental, or consequential damages resulting from the failure of the subscribed service, the duties under this Agreement, or of the performance of any related equipment.
6. **Third Party Verification:** PrineTIME reserves the right to contact third parties in regards to the County, for credit verification purposes.
7. **Acceptable Use and Billing Policy:** The parties agree that they will both endeavor to live up to the spirit and precatory goals of the PrineTIME Acceptable Use and Billing Policies, but that in no regard will those Policies amend, alter, or supplement the provisions of this Agreement, or create obligations upon and that those Policies do not constitute a separate contract or agreement between Crook County and PrineTIME.
8. **Governing Law:** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Oregon. Any suit or action arising out of or in connection with this Agreement shall be brought in a State court located in the State of Oregon and the parties hereby consent to exclusive in personam jurisdiction of such court in any such suit or action brought under the terms of this Agreement. Venue for any such action shall be Crook County Circuit Court.
9. **Severance and Entire Agreement:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement contains the entire understanding between the two parties and no statement, promise, or inducements made by either party or agent of either party that is not contained in this Agreement shall be valid or binding.
10. **Security Breach Notification:** PrineTIME agrees to notify County immediately upon any breach of security that occurs with the PrineTIME-maintained equipment and/or property for the duration of this Agreement.
11. [RESERVED]
12. **Independent Contractor:** It is understood and agreed that PrineTIME, while performing services pursuant to this Agreement, is at all times acting and performing as an independent contractor.
13. **Tax Duties and Liabilities:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by Crook County. PrineTIME is responsible to pay, according to law, PrineTIME's income tax and self-employment tax, if applicable.
14. **Authorized Signatures Required:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
15. **Payment by County:** County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.

Exhibit A

16. **Indemnification:** PrineTIME shall defend, indemnify and hold harmless Crook County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of PrineTIME, for its employees, servants or agents.
17. **Compliance with the Laws:** PrineTIME agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
18. **Protection of Personal Information:** If PrineTIME obtains any personal information as defined in ORS § 646A.602(11) related to this Agreement or concerning any County employee, PrineTIME agrees to provide appropriate safeguards to protect the security of this information. PrineTIME shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS § 646A.622.
19. **Conditions concerning payment, contributions, liens, withholding:** Pursuant to ORS 2798.220, PrineTIME shall:
- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the Agreement.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the Agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
20. **Condition Concerning Payment For Medical Care And Providing Workers' Compensation:** Pursuant to ORS 2798.230, PrineTIME shall:
- (a) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of PrineTIME, of all sums that PrineTIME agrees to pay for the services and all moneys and sums that PrineTIME collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
21. **Amendments:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
22. **Assignment:** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent will not be unreasonably delayed or withheld.
23. **Equipment, Tools, Materials, or Supplies:** PrineTIME will provide all equipment, tools, materials, or supplies necessary to fulfill PrineTIME's obligations under the terms of this Agreement.

Exhibit A

24. **How Notices Shall Be Given:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
25. **Attorney Fees:** In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
26. **Insurance and License:** At all times work is performed under this Agreement, PrineTIME must be licensed and must maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate and naming Crook County as an additional insured. PrineTIME must provide County with evidence of insurance.
27. **Waiver:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this agreement.

PRINETIME INTERNET SOLUTIONS, LLC

CROOK COUNTY COURT

BY: _____

(printed name)
TITLE: Owner
DATE: _____

BY: _____
Seth Crawford
(printed name)
TITLE: Crook County Judge
DATE: _____

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: March 29, 2021

RE: *Conveyance of Main Street / 13th Street Strips of Land to City*
Our File No.: Ct RE 292

This Bargain and Sale Deed would convey to the City of Prineville two slivers of land near Main Street, just south of the Road Dept. lot. The total size of the lots is less than two acres. Because this is a conveyance to a public entity, under ORS 93.808 the City must affirmatively agree to accept it. For that reason, after the County Court signs the deed, we will transmit it over to the City for its signatures.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a DISCUSSION ITEM, for consideration.

After recording, return to:

Jered Reid
35 SE C Street
Madras, Oregon 97741

*Until a change is requested, all tax statements
shall be sent to the following address:*

City of Prineville
387 NE 3rd Street
Prineville, OR 97754

STATUTORY BARGAIN AND SALE DEED

Crook County, a political subdivision of the State of Oregon, Grantor, conveys to the **City of Prineville, an Oregon Municipal Corporation, Grantee,** the real property located in Crook County, Oregon, and described as follows:

Certain real property located in Crook County, Oregon, more particularly described as on the attached Exhibit A and Exhibit B.

The true consideration for this conveyance is \$0 Dollars, but other good and valuable consideration, which constitutes the entire consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

///

Dated this ____ day of _____, 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

STATE OF OREGON, County of **Crook**) ss.

Subscribed before me this ____ day of _____ 2021, by County Judge Seth Crawford, County Commissioner Jerry Brummer, and County Commissioner Brian Barney.

Notary Public – State of Oregon

ORS 93.808 Approval and Acceptance:

CITY OF PRINEVILLE

Rodney J. Beebe, Mayor

Steve Forrester, City Manager

STATE OF OREGON, County of **Crook**) ss.

Subscribed before me this ____ day of _____ 2021, by Mayor Rodney J. Beebe and City Manager Steve Forrester.

Notary Public – State of Oregon

ARMSTRONG SURVEYING & ENGINEERING, INC.
378 East Second Street
Prineville, Oregon 97754
(503) 447-7791

P-LP-73-89 AND P-LP-(B)-72-89
BOUNDARY LINE ADJUSTMENT AND LAND PARTITION SURVEY OF A
PORTION OF THE NORTHWEST 1/4 SOUTHWEST 1/4 AND SOUTHWEST 1/4
NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 16
EAST, W.M., CROOK COUNTY, OREGON
W.O. 89 - 653

LEGAL DESCRIPTION - BLA
THOMPSON TO CROOK COUNTY

A parcel of land located in the Southwest one-quarter North-
west one-quarter and the Northwest one-quarter Southwest one-
quarter of Section 32, Township 14 South, Range 16 East,
W.M., Crook County, Oregon, more particularly described as
follows: Beginning at the West one-quarter corner of said
Section 32, thence South 89°27'46" East along the South line
of the Southwest one-quarter Northwest one-quarter of said
Section 32 a distance of 90.00 feet; thence South a distance
of 64.66 feet; thence North 87°14'14" East a distance of
280.33 feet to the Northeast corner of a parcel of land
conveyed to Scott P. Thomas, et. ux., by Deeds MF 79616,
Records of Crook County, Oregon, marked by a 5/8 inch iron
rod and being the TRUE POINT OF BEGINNING of this legal
description. Thence South along the East line of said Thomas
parcel a distance of 39.91 feet to a 5/8 inch iron rod;
thence South 77°39'10" East a distance of 14.95 feet to a 5/8
inch iron rod; thence along the arc of a 465.00 foot radius
curve to the left a distance of 161.24 feet, the long chord
of which bears South 87°35'09" East, 160.43 feet to a 5/8
inch iron rod; thence North 82°28'49" East a distance of
545.59 feet to a 5/8 inch iron rod; thence North 27°09'28"
East a distance of 14.23 feet to a 5/8 inch iron rod; thence
South 87°17'25" West a distance of 723.09 feet to the TRUE
POINT OF BEGINNING.

1416 328C



EXHIBIT "A"

LEGAL DESCRIPTION
EXHIBIT B

A parcel of land located in the Northwest one-quarter of the southwest one-quarter (NW1/4SW1/4) of Section 32, Township 14 South, Range 16 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the West one-quarter corner of said Section 32, thence South 89°27'46" East along the North line of said NW1/4SW1/4 a distance of 40.00 feet to the East right-of-way line of North Main Street and the TRUE POINT OF BEGINNING of this legal description. Thence South 89°27'46" East along said North line of said NW1/4SW1/4 a distance of 50.00 feet; thence South along the East line of that parcel conveyed from Crook County Cemetery District by Deeds MF 27275, Records of Crook County, Oregon, a distance of 64.66 feet; thence North 87°14'14" East along the North line of that parcel of Land conveyed to the Crook County Cemetery District by Deeds MF 27718, Records of Crook County, Oregon, a distance of 196.23 feet; thence South along the East line of said parcel a distance of 28.91 feet; thence West along the South line of said parcel a distance of 176.00 feet to the Northeast corner of that parcel of land conveyed to Crook County Cemetery District by Deeds MF 35060, Records of Crook County, Oregon; thence South along the East line of said parcel a distance of 191.87 feet; thence West along the South line of said Parcel and the North line of that parcel of land conveyed to Van E. Thompson and wife by Deeds MR 27719, Records of Crook County, Oregon, a distance of 41.52 feet; thence South 0°19'00" West along the West line of said parcel deed to Thomason a distance of 236.34 feet to the North line of Loper Avenue; thence North 89°27'46" West along the East line of Loper Avenue a distance of 30.00 feet to the East right-of-way line of North Main Street; thence North 0°19'00" East long said East line a distance of 512.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO existing easements and rights of way including that Agreement for Easement and Road Maintenance recorded Deeds MF 92044, Records of Crook County, Oregon.

EXCLUDING: A TRACT OF LAND BEING A PORTION OF A TRACT OF LAND CONVEYED TO CROOK COUNTY IN DEEDS MF 272275, RECORDS OF CROOK COUNTY, OREGON, LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 16 EAST, W.M., CROOK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNING OF PARCEL 1, OF PARTITION PLAT NO. 1993-17 RECORDED SEPTEMBER 3, 1993 IN PARTITIONS MF 110982, RECORDS OF CROOK COUNTY, OREGON, THENCE NORTH 89°35'19" WEST ALONG THE NORTH RIGHT-OF-WAY OF THE LINE OF N.E. LOPER AVE. A DISTANCE OF 20.04 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 00°11'20" EAST ALONG SAID EAST RIGHT-OF-WAY LINE

FOR A DISTANCE OF 236.05 FEET; THENCE NORTH 89°52;30" EAST A DISTANCE OF 20.24 TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTH 00°14'12" WEST ALONG THE WEST LINE OF SAID PARCEL 1 A DISTANCE OF 236.24 FEET TO THE POINT OF BEGINNING.

This parcel is commonly known as Tax Lot 1416 32 CB0 1301.

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 30, 2021

RE: IGA for Emergency Rental Assistance
Our File No.: Ct. Contracts 284

Enclosed is an IGA between Madras, Prineville, Jefferson County, and Crook County. The IGA establishes a Crook-Jefferson County region for the 2020 COVID-19 Emergency Rental Assistance Block Grant, with Madras as the applicant and NeighborImpact as the subrecipient. While Business Oregon gets federal funds annually from HUD, this is a special allocation through the CARES Act. The purpose of this grant is for no more than six months of emergency rental assistance for low- and moderate-income persons affected by the impact of COVID-19. The funding amount is \$400,000 for cities and \$600,000 for counties, with bonuses if collaborating with other cities or counties.

Andrew Spreadborough from NeighborImpact is spearheading this project. He prepared the IGA that circulated among the participants. Prineville and Madras have signed the IGA and Jefferson County has it on their April 7th agenda.

I have reviewed the IGA for legal sufficiency. It lacks some components I would strongly prefer to see, i.e., a distinct term, termination provisions, indemnity, etc. However, the obligations in this for the County are solely to market the program within our borders. Madras is the lead applicant and has numerous application and reporting requirements to fulfill, and NeighborImpact will administer the program. Considering the benefit to the community and the limited obligations placed on the County, I recommend its approval. The application process would be delayed significantly were the County to request changes from the draft already executed by the other participants. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 7, 2021 County Court Agenda as a DISCUSSION ITEM, for approval and signatures

Approved this _____ day of _____ 2021.
CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

**INTERGOVERNMENTAL AGREEMENT
(CROOK-JEFFERSON COUNTY EMERGENCY RENT ASSISTANCE PROJECT)**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") between the City of Madras and City of Prineville (hereinafter the "Cities") and Crook County and Jefferson County (hereinafter the "Counties") is entered into on the date last signed below.

RECITALS:

WHEREAS, Business Oregon will provide Community Development Block Grant ("CDBG") funding for CDBG CV-1 Emergency Rental Assistance program intended to provide rent assistance to those low- and moderate-income households that are affected by the impacts of COVID-19 within non-entitlement cities or counties; and

WHEREAS, submission of a grant application to Business Oregon requires the establishment of a partnership between a minimum of two local municipalities and a local 501(c)(3) non-profit organization meeting the requirements of Section 105(a)(15) of the Housing and Community Development Act ("HCDA"); and

WHEREAS, one of the required municipalities must serve as a lead applicant on behalf of a project partnership and receive any award of CDBG funds; and

WHEREAS, the City of Madras is willing to serve as the lead applicant; and

WHEREAS, the lead applicant must partner with a 501(c)(3) non-profit organization that meets the requirements of Section 105(a)(15) of the HCDA to administer the CDBG award; and

WHEREAS, NeighborImpact is a 501(c)(3) non-profit corporation that meets the requirements of Section 105(a)(15) of the HCDA and is experienced and qualified to operate the project on the project on behalf of the Cities and Counties; and

WHEREAS, Cities and Counties desire to cooperate, along with NeighborImpact, in the submission of an application for CDBG funds and the establishment of the "Crook-Jefferson County Emergency Rental Assistance Project."

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Cities and Counties agree as follows:

SECTION 1. The designated service area for the Crook-Jefferson County Emergency Rental Assistance Project includes all of Crook County and all of Jefferson County outside of the boundaries of the Confederated Tribes of Warm Springs.

SECTION 2. The City of Madras will serve as the lead applicant for CDBG funding under the Emergency Rent Assistance program.

SECTION 3. City's responsibilities as the lead applicant include:

- Providing needed due diligence as required for the application.
- Completing all procedures required for the application including, but not limited to, holding

a public hearing, publishing the City's Fair Housing Resolution, and all other such federal requirements.

- Submitting the CDBG application to Business Oregon.
- Complying with federal, state and program requirements, including obtaining the appropriate level of environmental clearance for project activities.

SECTION 4. The City of Madras shall enter into a subrecipient agreement with Neighborimpact to (i) administer any CDBG award and (ii) create, operate, and manage the Crook-Jefferson Emergency Rental Assistance Project.

SECTION 5. Cities and Counties will each market the Crook-Jefferson Emergency Rental Assistance Project within their jurisdiction.

SECTION 6. This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 7. This Agreement is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

SECTION 8. This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2021

The City of Madras

By: _____

Date this _____ of 2021

The City of Prineville

By: _____

Date this _____ of 2021

Crook County

By: _____

Date this _____ of 2021

Jefferson County

By: _____