



CROOK COUNTY COURT MEETING
Crook County Annex | 502 SE Lynn Blvd. | Prineville OR
WEDNESDAY, April 21, 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: 126 538 6281; Meeting Password: jEnpYBsq933

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 April 6, 2021 and April 13, 2021 Work Session and April 7, 2021 Regular Court Meeting
2. Approve Extension #2 to Snow Plowing Contract with SMAF for 2021-2023 Snow Seasons
3. Approve Wildlife Management Services Personal Services Contract
4. Approve Solid Waste Disposal Fee Credit for Best Care
5. Approve Financing of Public Health Services IGA 159807, Amendment 18
6. Approve Clerk Draw Down Account with AmeriTitle

SCHEDULED APPEARANCES

7. Greater Idaho Movement Requester: Shawn Cross (15 Minutes)
8. WHA Insurance 2021-2022 Rate Renewal Requester: Rich Alm and Kim NicholSEN (15 Minutes)

DISCUSSION

9. Batterer's Intervention and Prevention Program RFP Requester: John Eisler (5 Minutes)
10. Public Hearing: THIRD READING of Ordinance 323, Update Crook County's Zone Code Requester: Ann Beier (10 Minutes)
11. Crook County Land Partition Requester: Ann Beier (10 Minutes)

EXECUTIVE SESSION

12. 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 APRIL 6, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on April 6, 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; Deputy Director Katie Plumb; Road Master Bob O'Neal; IT Director Troy Poncin; District Attorney Wade Whiting; Clerk Cheryl Seely; HR Director Kim Barber; Treasurer Galen Carter; Senior Accountant Christina Kurtz; Carolee Kirkelie; Dennis Marshall and John Belozers.

WORK SESSION

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

ADDITIONS/REMOVALS: None

Agenda Item #1, Covid-19 Update: Deputy Director Katie Plumb of the Health Department provided the Court with a Covid-19 update. On April 19, 2021 individuals sixteen and older will be eligible for vaccinations. Most likely, individuals in the sixteen to seventeen age range will receive their vaccinations through St. Charles, as persons in this age range are only approved for the Pfizer vaccine.

Agenda Item #2, Draft re: Majestic View Road Standards: Road Master Bob O'Neal presented the Court with a draft letter regarding the Majestic View Road standards that were prepared by Mr. O'Neal and Community Development Director Ann Beire. The Court heard concerns from members of the public and responded to their questions. Mr. O'Neal will finalize the letter and send it out.

Agenda Item #3, Review Memo-Letter from County Court re Placement of Agenda Items for Regular Court Meetings and Work Sessions: Eric Blaine presented a memo regarding placement of agenda items for Work Sessions and Regular Court Meetings. Mr. Blaine will work with IT Director Troy Poncin to adapt the memo flow chart. Mr. Blaine will also send a copy of the memo to department heads for their feedback regarding recommended adjustments.

Agenda Item #4, Quadrennial Audit of Solid Waste Franchise: Mr. Blaine discussed the requirement for an audit of the solid waste franchise, the current solid waste franchise has been in operation for approximately a year. The last time an audit was performed was in 2015, the costs of this audit was split between the County and the City. Mr. Blaine

will speak with the City about possibly splitting the cost of an audit before moving forward.

Agenda Item #5. Crook County Wildlife Damage Management: John Belozers presented the Court with a contract regarding wildlife damage management. The County currently has a similar contract with the United States Department of Agriculture (USDA). Mr. Belozers' proposal is to match the cost proposal of the USDA while providing a more effective and efficient service. John Eisler will draft a contract to retain Mr. Belozers' services to be approved at the April 21, 2021 Court Meeting.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 10:20 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF APRIL 13, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on April 13, 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; Deputy Director Katie Plumb; Road Master Bob O'Neal; Accounting Manager Janet Pritiskutch; Clerk Cheryl Seely; Sheriff John Gautney; Treasurer Galen Carter; Senior Accountant Christine Kurtz and Kim McCarrel.

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 informed the Court that the CDC and the FDA have stopped use of the Johnson and Johnson vaccination due to blood clots. The Health Departments Maderno vaccine shipment is late causing many individuals scheduled for today's vaccination clinic to be rescheduled to next week.

Agenda Item #2, 14612 Easy Street Access: Road Master Bob O'Neal discussed a Crook County resident whose neighbor is planning on building a fence around their property which will block part of this individuals' driveway. This individual was seeking Mr. O'Neal's help in finding a solution that would allow him to have use of a driveway while being in compliance with County Code. In resolving this matter, the individual will purchase a portion of his neighbor's property allowing him to retain access of his driveway. Mr. O'Neal will write a letter to this individual letting them know they are in compliance with County Code.

Agenda Item #3, COTA Letter: Kim McCarrel from Oregon Equestrian Trails came before the Court in support of the Lemon Gulch Trails for mountain bikers and other recreational activities in the Ochoco National Forest, this will not be an equestrian trail. Currently there are not enough mountain bike trails, causing many mountain bikers to utilize equestrian trails creating a potentially unsafe environment. Judge Crawford presented the Court with a letter penned to the Ochoco National Forest Service in support of the Lemon Gulch Trails, as this has been a matter Judge Crawford has been involved for many years.

MOTION to approve letter to Forest Service in support of mountain bike trail on Lemon Gulch. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #4, American Rescue Plan Act (ARPA) and Proposed Use of Funds in FY22 Budget: Accounting Manager Janet Pritiskutch presented the Court with the American Rescue Plan Act (ARPA) and a proposal for use of the funds. Half of the funds from ARPA will be available sixty days after the bill passes the remainder of the funds will be available one-year later. Ms. Pritiskutch will prepare a supplemental budget showing these funds. Once more guidance is given as to how the ARPA funds can be spent the funds will be allocated appropriately.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:41 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF APRIL 7, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on April 7, 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; Library Director April Witteveen; Deputy Director Katie Plumb; HR Director Kim Barber; IT Director Troy Poncin; Road Master Bob O'Neal; Fairgrounds Director Casey Daly; Administrator Keity Crismon; Rick Treleaven; Bobbi Aldrich; Andrew Spreadborough; Jason Larson; Terra Tyger; Staley Micken; Arleen Curths and Bonnie Allen.

REGULAR SESSION

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

ADDITIONS/REMOVALS: None

MOTION to approve the Consent Agenda as presented with these changes. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #17: Terra Tyger from KIDS Center and Staley Micken from Mountain Star appeared before the Court to shed light on child abuse and the local resources available to victims and victims' families. Judge Crawford read the Proclamation Declaring April 2021 to be Child Abuse Prevention Month at the request of Ms. Tyger.

Appearances / Item #18: Bonnie Allen from Eastside Church appeared before the Court requesting the Court cover landfill fees for the Ochoco Park cleanup scheduled for April 24th. Ms. Allen explained Eastside Church is planning on partnering with Parks and Rec. for the cleanup. The Court approved Ms. Allen's request.

Appearances / Item #19: Bobbi Aldrich of the Oregon High School Rodeo Association (OHSRA) appeared before the Court with OHSRA members Olivia Kerr and Adrienne Stefan requesting the Court waive facility fees at the fairgrounds. OHSRA will be hosting a High School Rodeo and the State Finals Rodeo at the Crook County Fairgrounds, Ms. Aldrich requested the Court waive facility fees in the amount of \$4,350. The Court approved OHSRA's request to waive the fairground facility fees.

Discussion item #20: Library Director April Witteveen discussed the resource sharing agreement with the Deschutes County Library. The resource sharing network includes the Crook County Public Library, Jefferson County Library District and the Deschutes County Public Library making it possible for the distribution of library management software, e-media, courier and policies.

MOTION to approve cost estimates for fiscal year 2021-2022 for Crook County payments to Deschutes Public Library System. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #21: John Eisler presented the Court with Ordinance 323, which has received minor changes since the first reading on March 17, 2021. Judge Crawford opened a public hearing for the second 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. Arlene Curths of Powell Butte, Oregon addressed the Court stating that she would submit her objections, if any, in writing at a later date. There being no further discussion or objections the public hearing was closed. There will be a third reading of the 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 #22: Health Department Deputy Director Katie Plumb came before the Court to recommend Quon Design and Communication Inc. be selected to design a marketing campaign to increase awareness of the need for and importance of chronic disease prevention and self-management resources available in Central Oregon. A solicitation was sent to nine entities seeking proposals for a marketing campaign, only two responses were received. The two responses were reviewed and scored by staff members of Crook, Deschutes and Jefferson Counties with Quon Design and Communication Inc. unanimously being the highest score.

MOTION to award contract to Quon Design and Communication Inc. as presenting the best contract to the County. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #23: Eric Blaine and Rick Treleaven of Best Care discussed the 2021 Intergovernmental Agreement 166039 for the Financing of Community Mental Health, Addiction Treatment, Recover and Prevention, and Problem Gambling Services Contract. Mr. Blaine discussed possible legal implications associated with the contract as presented. Both Mr. Blaine and Mr. Treleaven recommended the Court refrain from signing the contract at the current time. The Court will contact State Legislatures regarding the current mental health program.

Discussion item #24: IT Director Troy Poncin presented the Court with two contracts and one Order regarding proposed fiber lines and internet connectivity within the County.

MOTION to approve Indefeasible Right of Use Order 2020-51, Amendment 1. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to approve Amendment 1 Authorization for Services. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to approve PrineTime Internet Service Agreement. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #25: Eric Blaine presented the Court with a Bargain and Sale Deed that would convey two strips of land near 13th Street and Main Street to the City of Prineville.

MOTION to approve the Bargain and Sale Deed to the City of Prineville conveying two strips of land of Main Street and 13th Street. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #26: Andrew Spreadborough presented the Court with an intergovernmental agreement regarding emergency rental assistance between the City of Prineville, Crook County, the City of Madras and Jefferson County. The City of Madras will apply for the grant funded through the CARES Act with Neighbor Impact as the subrecipient. The grant is to provide low to moderate income persons affected by Covid-19 with no more the six months of rental assistance. If the grant is approved, it will not be until May and making the funds available for distribution in June.

MOTION to approve intergovernmental agreement for emergency rental assistance. Motion seconded. No further discussion. Motion carried 3-0.

ADDITION: Commissioner Barney discussed shortcomings in Oregon's Fish Passage Administrative Rules relating to the project proposal at the Bowman Dam. Commissioner Barney requested the Court's support on a letter recommending specific OARs for revision.

MOTION to approve comments on fish passage administrative rules and sign out of Court. Motion seconded. No further discussion. Motion carried 3-0.

At 10:10 a.m. the Court convened 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.

EXECUTIVE SESSION

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 the counter party as directed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:18 a.m.**

Respectfully submitted,

Amy Albert

Crook County Counsel's Office

Mailing Address: 300 NE Third St., Prineville, OR 97754
Physical Address: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919
• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Regi, Crook County Counsel's Office

DATE: April 1, 2021

RE: *Extension #2 to Snow Plowing Contract with SMAF for
2021-23 Snow Seasons*
Our File No.: Road 229(F)

Attached is an Extension #2 with SMAF Construction LLC to continue the snow plowing services for the 2021-23 snow seasons. Road Master Bob O'Neal recommends approval.

***Please place this memo and the attached document(s)
on the Wednesday, April 21, 2021 County Court
Agenda as a CONSENT ITEM, for approval and
signatures.***

EXTENSION #2 TO GOODS AND SERVICES CONTRACT

This Extension #2 to Goods and Services Contract ("Extension") is entered into this _____ day of _____ 2021, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and SMAF Construction LLC, an Oregon limited liability company (hereinafter "Contractor").

RECITALS

WHEREAS, on October 10, 2017, County and Contractor entered into a Goods and Services Contract ("Contract") for snow removal from designated areas, snow plowing, and sanding services for the 2017-2019 snow seasons; and

WHEREAS, on July 30, 2019, the Parties executed Extension #2 to the Contract to extend the term through the 2019-20 and 2020-21 snow seasons; and

WHEREAS, County and Contractor desire to extend the term of the Contract for the 2021-22 and 2022-23 snow seasons.

AGREEMENT

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

1. **Term.** Notwithstanding the conclusion of the 2020-21 snow season, Contract is revived and reaffirmed. Paragraph number 2 of the Contract is hereby amended to extend the term of the Agreement with service to continue for the 2021-22 and - 2022-23 snow seasons, each which generally run from October 1 to April 30.
2. **Reaffirmation of Construction Contract.** Except as modified by this Extension #2, all terms and conditions of the Contract are reaffirmed and remain unmodified and in full force and effect.

The parties have executed this Extension#2 as of the date first written above.

SMAF CONSTRUCTION LLC

By: 
Signature
Scott Portily
Print Name

Its: member

Date 4-1-21

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

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 thirty 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 thirty-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.

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 without written approval of County.

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. NON-EXCLUSIVITY: Nothing in this agreement shall prevent Contractor from entering into separate agreements with other entities for the same or similar services provided for under this agreement.

- 16.6. **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.
- 16.7. **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.
- 16.8. **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.
- 16.9. **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.
- 16.10. **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."
- 16.11. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.12. **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.
- 16.13. **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.
- 16.14. **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.
- 16.15. **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.
- 16.16. **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.

- 16.17. **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.
- 16.18. **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.
- 16.19. **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.
- 16.20. **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.
- 16.21. **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.
- 16.22. **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.

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16.23. 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

Belozer's Outdoor Enterprises, LLC

By: _____
Signature

Printed Name

Title: _____

Date: _____

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

OVERVIEW

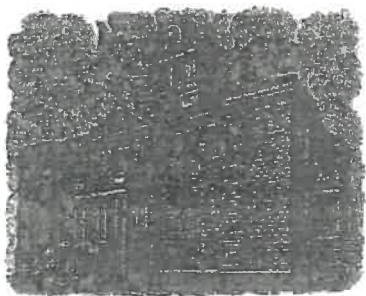
Contractor will provide professional wildlife management services to reduce, manage, or control damage to property or threats to human health and safety from coyotes, mountain lions, bears, and nuisance wildlife. Contractor will prioritize the protection of human life above all other concerns. Before taking any action, Contractor will make a determination that such action is in compliance with all federal, state, and local laws. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

SPECIFIC DUTIES

- Contractor will confer with County and plan a wildlife damage management (WDM) plan that addresses the specific needs of County.
- Contractor will provide verbal or written advice, recommendations, information, demonstrations, or training to County and resource/property owners to use in managing wildlife damage problems.
- When the resource/property owners' efforts and technical assistance are inadequate, Contractor will apply direct management techniques, including trap equipment, shooting, and other mutually agreed upon methods. Contractor will obtain written approval from the property/resource owner or lessee, on forms approved by County Counsel, before initiating any direct management techniques.
- Contractor will cooperate with County, the Oregon Department of Fish and Wildlife, the US Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire Marshal's Office, city governments, and other entities to assure compliance with Federal, State, and local laws, regulations, and ordinances.
- Contractor will reply to all requests from County and property/resource owners and lessees as soon as reasonably possible or within 24 hours. Contractor will prioritize direct management actions to those that protect human health and safety, regardless of location.

REPORTING DUTIES

- At the expiration of each month, Contractor will provide a brief report to County summarizing services performed, i.e., resource/property owners and lessees that received technical assistance and direct management, copies of all executed landowner agreements, approximate number of predatory and nuisance wildlife treated, an estimate of damage caused, approximate time spent in County, and details on any exceptional or noteworthy events.
- At the expiration of each quarter, Contractor will submit along with the invoice, a brief report on the overall success of services performed and a brief outline of anticipated services required and general or logistical concerns for the upcoming quarter such that County is fully informed on the state of wildlife damage needs in County.



Crook County

300 N.E. 3rd Street • Prineville, Oregon 97754
Phone (541) 447-6555 • FAX (541) 416-3891

Crook County Solid Waste Application For A Disposal Fee Credit

Organization: Best Care Treatment Services, Inc.
 Contact Name: Rhoda Navarra 541-316-7497
Kelly Salisbury Phone: 541-323-5330 x 1921
 Address: 1059 NW Madras Hwy, Prineville, OR 97754

Physical Address of Place of Business In Crook County, if different from above:

Same

To qualify for a fee credit an organization must be recognized as a non-profit and charitable under sections 501(c) 3 of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon. A qualified organization must have a physical place of business in Crook County and must be engaged in an ongoing basis in the business of encouraging consumers to reuse and recycle consumer and durable goods in order to generate revenue to further the interests of one or more segments of society. No commercial hauler of municipal waste or any business unit thereof shall also be qualified as a "qualified non-profit organization" under this section. Certification is not valid until approved by the County Court or an official or body it may designate, and any certification and any unused credit shall expire on June 30. Recertification may be applied for starting in April. The credit if approved shall be used to facilitate the disposal of goods received by qualified non-profit organizations for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be returned to consumer use. This credit shall not be used to allow qualified non-profits to dispose of demolition or construction waste associated with facility demolition, construction or remodel, nor shall this credit be used to allow any person, organization or business to avoid the need to dispose of an ordinary volume of municipal waste usually and customarily generated by person, organization or business. Organizations using the credit shall physically segregate from the ordinary and customary wastestream those goods received for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be reused and shall clearly identify the same upon entering the landfill. Only those goods shall qualify for use of the credit. Qualified non-profit organizations using the credit shall comply with all requirements of the landfill related to source separation of recyclable and non-recyclable materials. The landfill manager is empowered to revoke the certification of any organization which shall fail to comply with the terms of this certification application.

Requested credit for this year: (may not exceed \$3,000) \$ 750⁰⁰

ATTACH TO THIS APPLICATION A COPY OF YOUR FEDERAL LETTER CERTIFYING YOUR NON-PROFIT STATUS (Form 501)

By my signature, I agree to abide by all the terms and conditions herein and the terms and conditions set forth in County Court Order 2006-69.

RHODA NAVARRA

Rhoda Navam Finance Dir. Date: 01/13/21
Name, title

Office use only:

Form 501 attached: ☐ yes ☐ no

Credit last year: \$ _____ Credit used last year: \$ _____

Credit approved for current fiscal year: \$ _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 29 2004

BESTCARE TREATMENT SERVICES INC
PO BOX 1710
REDMOND, OR 97756-0000

Employer Identification Number:
93-1269087
DIN:
17053185747064
Contact Person:
FELICIA JOHNSON ID# 31287
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated October 13, 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

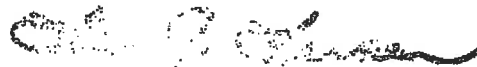
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

Bestcare Treatment Services, Inc.
93-1269087

page 2

Note: Your response to this letter must be submitted over the signature of an authorized person or of an officer of the organization.

PLEASE ATTACH A COPY OF THIS LETTER TO ALL CORRESPONDENCE.

Additional Information Requested:

1. Please complete items 12b. Provide a schedule of any contributors over \$91,732.00 Note: We cannot accept a response of "N/A". If the correct response is "0" or "none", please state "0" or "none".

Note: Your exempt status under section 501(c)(3) will remain in effect. This change is to properly reflect your sources of income.

PLEASE DIRECT ALL CORRESPONDENCE REGARDING YOUR CASE TO:

US Mail:

Internal Revenue Service
Exempt Organizations
P. O. Box 2508
Cincinnati, OH 45201
ATT: Felicia Johnson
Room 4106
Group 7826

Street Address:

Internal Revenue Service
Exempt Organizations
550 Main St, Federal Bldg.
Cincinnati, OH 45202
ATT: Felicia Johnson
Room 4106
Group 7823

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: April 6, 2021

RE: *Financing of Public Health Services IGA 159807, Amendment 18*
Our File No.: Health 57(H)

Attached is another amendment to the funding agreement for the Local Public Health Authority (LPHA) program. The County has approved the 16th Amendment in January, and the 17th Amendment in March. The underlying agreement is set to expire by its own terms on June 30, 2021.

This 18th Amendment accomplishes two objectives of the state. The first is to allocate additional funds for COVID-related health services. The financial award includes an additional \$793,016 to Program Elements PEO1-09 and PEO1-10. This new money can be spent through 2023 and 2024 respectively.

The second objective is to address the state's concern of disparate health outcomes correlated to protected class status by requiring the LPHA to contract with "Community Based Organizations." These CBOs are state-sanctioned and state-funded entities, which the LPHA must contract with for social contact tracing, or monitoring, or social services for "culturally and linguistically responsive services." Further, the LPHA must allow staff to attend OHA-endorsed trainings that "should be focused on long-standing trauma in Tribes, racism, and oppression."

Notably, OHA requires the LPHA's to "have contact tracing staff that reflect the demographic makeup of the jurisdiction and COVID-19 cases within the jurisdiction" This requirement would present the substantial risk that OHA mandates local governments create employee quotas on the basis of protected class status (race, ethnicity, gender, religion, age, creed, etc.). When OHA first proposed this idea, the county counsels pointed out that such a requirement is likely unconstitutional and illegal. OHA retained this provision but modified it to be only an option. If this option is not selected, the LPHA must instead enter into contracts with CBOs.

OHA currently endorses eight CBOs for the Crook County region:

- Bend/Redmond Habitat for Humanity
- Central Oregon Disability Support Network
- Friends of the Children
- J Bar J Youth Services
- Latino Community Association

- Mosaic Medical
- Thrive Central Oregon
- Volunteers in Medicine Clinic of the Cascades

These provisions are recitations of the terms the County previously agreed to follow in Amendment #13. My reading of the fact that OHA is including them in this 18th Amendment is to emphasize how important OHA considers this endeavor.

Please place this memo and the attached document(s) on the Wednesday, April 21, 2021, County Court Consent Agenda for approval and signatures.

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: 159807, hereinafter referred to as "Document."

I, SETH CRAWFORD COUNTY JUDGE
 Name 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 21, 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 Date 4/21/21

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

Agreement #159807



**EIGHTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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.

This Eighteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

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

AGREEMENT

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit B Program Element #01 "State Support for Public Health (SSPH)" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA 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.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. The parties expressly ratify the Agreement as herein amended.
9. 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.

10. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Seth Crawford
Title: County Judge
Date: April 21, 2021

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

Attachment A
Program Element Description(s)

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. This program is also in service to the Oregon Health Authority strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**
 - a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
 - b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
 - c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
 - d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

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

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

| Program Components | Foundational Program | | | | | Foundational Capabilities | | | | | | |
|---|----------------------|---------------------------------|----------------------|-------------------|---|--|---|-----------------------------------|-----------------------------|-------------------|----------------|-------------------------------------|
| | CD Control | Prevention and health promotion | Environmental health | Population Health | Access to clinical preventive services Direct services | Leadership and organizational competencies | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and Response |
| Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs | | | | | | X = Foundational capabilities that align with each component | | | | | | |
| Epidemiological investigations that report, monitor and control Communicable Disease (CD). | * | | | | | | X | | X | | | X |
| Diagnostic and consultative CD services. | * | | | | | | | | X | | | |
| Early detection, education, and prevention activities. | * | | | | | | X | X | X | | X | |
| Appropriate immunizations for human and animal target populations to reduce the incidence of CD. | * | | | X | | | X | | | | | |
| Collection and analysis of CD and other health hazard data for program planning and management. | * | | | | | | X | | X | X | | X |

- b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

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- c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete "priority" fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation and quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and

education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.

- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

(3) Case Investigation and Contact Tracing

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data if data are not already entered in OPERA and ARIAS.
- (d) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (e) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (f) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and COVID-19 cases within the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (g) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (h) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

(4) Isolation and quarantine

LPHA must:

- (a)** Maintain access to an isolation and quarantine location that is ready to be used.
- (b)** Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained and make available direct services as needed. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

(6) Tribal Nation support.

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(7) Support infection prevention and control for high-risk populations.

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.
- (d) Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

(8) COVID-19 Vaccine Planning and Distribution.

LPHA must:

- (a)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.
- (b)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends).
- (c)** Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.
- (d)** LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
- (e)** Plan, and implement vaccination activities with organizations including but not limited to:
 - Colleges and Universities
 - Occupational health settings for large employers
 - Faith-based or religious institutions
 - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - Pharmacies
 - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
 - Organizations and businesses that employ critical workforce
 - First responder organizations
 - Non-traditional providers and locations that serve high-risk populations
 - Other partners that serve underserved populations
- (f)** Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities

(9) Community education. LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

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5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

- a. These reports must be submitted to OHA each quarter on the following schedule:

| Fiscal Quarter | Due Date |
|---------------------------------|-----------------|
| First: July 1 – September 30 | October 30 |
| Second: October 1 – December 31 | January 30 |
| Third: January 1 – March 31 | April 30 |
| Fourth: April 1 – June 30 | August 20 |

- b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

6. Reporting Requirements. Provide monthly reporting to OHA on COVID-19 vaccine activities.

7. Performance Measures. LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

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**Attachment B
Financial Assistance Award (FY21)**

| State of Oregon Oregon Health Authority Public Health Division | | | | |
|---|--|--|---|-----------------------|
| 1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802 | | 2) Issue Date Monday, March 1, 2021 | This Action Amendment FY 2021 | |
| | | 3) Award Period From July 1, 2020 through June 30, 2021 | | |
| 4) OHA Public Health Funds Approved | | | | |
| Number | Program | Previous Award Balance | Increase / Decrease | Current Award Balance |
| PE01-01 | State Support for Public Health | \$27,428.00 | \$0.00 | \$27,428.00 |
| PE01-04 | COVID19 Response | \$33,412.00 | \$0.00 | \$33,412.00 |
| PE01-05 | COVID-19 Local Active Monitoring | \$197,280.69 | \$0.00 | \$197,280.69 |
| PE01-06 | COVID-19 Regional Active Monitoring | \$94,657.00 | \$0.00 | \$94,657.00 |
| PE01-07 | ELC ED Contact Tracing | \$218,857.00 | \$0.00 | \$218,857.00 |
| PE01-08 | COVID Wrap Direct Client Services | \$20,000.00 | \$0.00 | \$20,000.00 |
| PE01-09 | COVID-19 Active Monitoring - ELC | \$0.00 | \$626,396.00 | \$626,396.00 |
| PE01-10 | OIP - CARES | \$0.00 | \$166,620.00 | \$166,620.00 |
| PE04 | Sustainable Relationships for Community Health (SRCH) | \$0.00 | \$0.00 | \$0.00 |
| PE04-02 | Community Chronic Disease Prevention | \$49,995.00 | \$0.00 | \$49,995.00 |
| PE12 | Public Health Emergency Preparedness and Response (PHEP) | \$73,189.00 | \$0.00 | \$73,189.00 |
| PE12-02 | COVID-19 Response | \$46,515.00 | \$0.00 | \$46,515.00 |
| PE13-01 | Tobacco Prevention and Education Program (TPEP) | \$112,386.00 | \$0.00 | \$112,386.00 |
| PE36 | Alcohol & Drug Prevention Education Program (ADPEP) | \$61,250.00 | \$0.00 | \$61,250.00 |

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| 4) OHA Public Health Funds Approved | | | | |
|--|--|-------------------------------|----------------------------|------------------------------|
| Number | Program | Previous Award Balance | Increase / Decrease | Current Award Balance |
| PE40-01 | WIC NSA: July - September | \$40,832.00 | \$0.00 | \$40,832.00 |
| PE40-02 | WIC NSA: October - June | \$127,496.00 | \$0.00 | \$127,496.00 |
| PE40-05 | Farmer's Market | \$1,346.00 | \$0.00 | \$1,346.00 |
| PE42-03 | MCAH Perinatal General Funds & Title XIX | \$2,072.00 | \$0.00 | \$2,072.00 |
| PE42-04 | MCAH Babies First! General Funds | \$6,623.00 | \$0.00 | \$6,623.00 |
| PE42-06 | MCAH General Funds & Title XIX | \$3,886.00 | \$0.00 | \$3,886.00 |
| PE42-11 | MCAH Title V | \$20,309.00 | \$0.00 | \$20,309.00 |
| PE42-12 | MCAH Oregon Mothers Care Title V | \$10,757.00 | \$0.00 | \$10,757.00 |
| PE43-01 | Public Health Practice (PHP) - Immunization Services | \$10,404.00 | \$0.00 | \$10,404.00 |
| PE43-06 | CARES Flu | \$23,850.00 | \$0.00 | \$23,850.00 |
| PE44-01 | SBHC Base | \$60,000.00 | \$0.00 | \$60,000.00 |
| PE44-02 | SBHC - Mental Health Expansion | \$64,760.00 | \$0.00 | \$64,760.00 |
| PE46-05 | RH Community Participation & Assurance of Access | \$15,640.00 | \$0.00 | \$15,640.00 |
| PE50 | Safe Drinking Water (SDW) Program (Vendors) | \$37,659.00 | \$0.00 | \$37,659.00 |
| PE51-01 | LPHA Leadership, Governance and Program Implementation | \$55,395.00 | \$0.00 | \$55,395.00 |
| PE62 | Overdose Prevention-Counties | \$91,699.00 | \$0.00 | \$91,699.00 |
| | | \$1,507,697.69 | \$793,016.00 | \$2,300,713.69 |

5) Foot Notes:

| | |
|---------|--|
| PE01-01 | 1/1/2021: Please note PE language has been updated effective 12/31/2020. |
| PE01-04 | 9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted. |
| PE01-04 | 3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted. |

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| 5) Foot Notes: | |
|----------------|--|
| PE01-05 | 12/2020: Funding is from CARES Act and must be spent from 7/1/2020-12/30/2020. Indirect charges are not permitted. |
| PE01-05 | 3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted. |
| PE01-06 | 12/2020: Funding is CARES Act and must be spent from 7/1/2020-12/30/2020. Indirect charges not permitted. |
| PE01-06 | 3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted. |
| PE01-08 | Funds are for 1/1/2021-6/30/2021. |
| PE01-09 | Funds are available 01/15/2021 - 06/30/2023 |
| PE01-10 | Awarded funds can be spent on allowable costs for the period of 7/1/2020 - 6/30/2024. Any unspent funds as of 6/30/21 will be rolled over into the FY22 award. Please see provided budget guidance for more details on roll over information. |
| PE12 | 11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021 |
| PE12-02 | 03/01/2021: The COVID-19 funds have been extended for SFY 21 through 6/30/2021. Unspent funds from SFY21 are eligible to be awarded in SFY 22. |
| PE40-01 | Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02). |
| PE40-02 | Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report. |
| PE40-02 | 11/2020: Award adjustment for telehealth work, see updated PE40-02 comment for new Nutrition Ed and Breastfeeding Ed amounts |
| PE40-02 | - |
| PE42-11 | Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |
| PE42-12 | Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. |
| PE42-12 | Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts. |
| PE43-06 | Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports. |
| PE62 | 8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs. |

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| | |
|---------------------|--|
| 6) Comments: | |
| PE01-01 | 8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements. |
| PE01-04 | 9/2020: Rollover of unspent award from SFY20 |
| PE01-05 | 9/2020a. Case Investigation FFS 3/27-8/31/20 \$60,450.74 and Iso FFS \$1,043.12; 10/2020: Rollover \$135,394 from FY20; 11/2020: add FFS wrap \$326.83; 1/2021: add FFS 66.00 |
| PE01-06 | 10/2020: Rollover of unspent funds from FY20 to FY21 |
| PE01-07 | 1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021. |
| PE01-08 | 1/2021: add award for wrap client direct services |
| PE01-09 | SFY21: COVID Award |
| PE04 | 1/2021 - Eliminate award and move to PE04-02 1/2021: Award for 24,995 is for period 1/1/21-6/30/21, 50% State funded/50% Federally funded |
| PE04-02 | 1/2021: Award for 24,995 is for period 1/1/21-6/30/21, 50% State funded/50% Federally funded |
| PE12 | 08/2020: Amending to revise PE12 language |
| PE12-02 | 03/10/2021: Funding extended through SFY21 - any unspent funds will be awarded under SFY22. 9/2020: Rollover of unspent SFY20 funds, award must be spent by 03/15/2021 |
| PE40-01 | Initial SFY21: Spend \$8,166 on Nutrition Ed; \$1,582 on BF Promotion |
| PE40-02 | Initial SFY21: Spend \$24,499 on Nutrition Ed; \$4,746 on Breastfeeding Ed 11/2020: Spend \$25,499 on Nutrition Ed; \$4,746 on Breastfeeding Ed; Previous comment void and replaced by this one |
| PE40-05 | Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020 |
| PE50 | 10/2020: Rollover of \$163.00 in unspent funds from SFY20 to SFY21. Must be spent by 6/30/21. 11/2020: Correcting the SFY20 rollover amount. Funds must be spent by 6/30/21. |
| PE51-01 | 9/2020: SFY21 Rollover unspent funds from FY20 to FY21 |
| PE62 | 8/2020: \$91,699 in FY21 is from SOR YR 2, Funding Available 10/1/20-6/30/21 |

| 7) Capital outlay Requested in this action: | | | | |
|--|------------------|------|-------------|--|
| Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | | |
| Program | Item Description | Cost | PROG APPROV | |
| | | | | |
| | | | | |

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-04 COVID19 Response

| | |
|--------------------------------------|----------------------|
| Federal Award Identification Number: | N/A |
| Federal Award Date: | 3/1/2020 |
| Performance Period: | 3/27/2020-12/30/2021 |
| Awarding Agency: | CARES Act |
| CDFA Number: | 21.019 |
| CFDFA Name: | CARES Act |
| Total Federal Award: | \$94,200,000 |
| Project Description: | CARES Act |
| Awarding Official: | N/A |
| Indirect Cost Rate: | N/A |
| Research and Development (T/F): | FALSE |
| PCA: | 50255 |
| Index: | 50109 |

| Agency | DUNS No. | Amount | Grand Total: |
|--------|-----------|-------------|--------------|
| Crook | 557315405 | \$33,412.00 | \$33,412.00 |

PE01-05 COVID-19 Local Active Monitoring

| | | |
|--------------------------------------|----------------------|----------------------|
| Federal Award Identification Number: | N/A | N/A |
| Federal Award Date: | 3/1/20 | 3/1/20 |
| Performance Period: | 3/27/2020-12/30/2021 | 3/27/2020-12/30/2021 |
| Awarding Agency: | CARES Act | CARES Act |
| CDFA Number: | 21.019 | 21.019 |
| CFDFA Name: | CARES Act | CARES Act |
| Total Federal Award: | 94,200,000 | 94,200,000 |
| Project Description: | CARES Act | CARES Act |
| Awarding Official: | N/A | N/A |
| Indirect Cost Rate: | N/A | N/A |
| Research and Development (T/F): | FALSE | FALSE |
| PCA: | 50248 | 50251 |
| Index: | 50109 | 50109 |

| Agency | DUNS No. | Amount | Amount | Grand Total: |
|--------|-----------|---------------|-------------|--------------|
| Crook | 557315405 | \$ 195,844.74 | \$ 1,435.95 | \$197,280.69 |

PE01-06 COVID-19 Regional Active Monitoring

| | |
|--------------------------------------|----------------------|
| Federal Award Identification Number: | N/A |
| Federal Award Date: | 3/1/2020 |
| Performance Period: | 3/27/2020-12/30/2021 |
| Awarding Agency: | CARES Act |
| CDFA Number: | 21.019 |
| CFDFA Name: | CARES Act |
| Total Federal Award: | \$94,200,000 |
| Project Description: | CARES Act |
| Awarding Official: | N/A |
| Indirect Cost Rate: | N/A |
| Research and Development (T/F): | FALSE |
| PCA: | 50248 |
| Index: | 50109 |

| Agency | DUNS No. | Amount | Grand Total: |
|--------|-----------|--------------|--------------|
| Crook | 557315405 | \$ 94,657.00 | \$94,657.00 |

PE01-09 COVID-19 Active Monitoring - ELC

| | |
|--------------------------------------|---|
| Federal Award Identification Number: | NU50CK000541 |
| Federal Award Date: | 01/13/2021 |
| Performance Period: | 08/01/2019-07/31/2024 |
| Awarding Agency: | CDC |
| CDFA Number: | 93.323 |
| CFDFA Name: | Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) |
| Total Federal Award: | 348,002,156 |
| Project Description: | Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) |
| Awarding Official: | Mrs. Janice Downing |
| Indirect Cost Rate: | 17.64% |
| Research and Development (T/F): | FALSE |
| PCA: | 53703 |
| Index: | 50401 |

| Agency | DUNS No. | Amount | Grand Total: |
|--------|-----------|--------------|--------------|
| Crook | 557315405 | \$626,396.00 | \$626,396.00 |

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PE01-10 OIP - CARES

| | |
|--------------------------------------|--|
| Federal Award Identification Number: | NH23IP922626 |
| Federal Award Date: | 01/15/2021 |
| Performance Period: | 7/1/2019-6/30/2024 |
| Awarding Agency: | CDC |
| CDFA Number: | 93.268 |
| CFDFA Name: | Immunization Cooperative Agreements |
| Total Federal Award: | 38,110,851.00 |
| Project Description: | Immunization and Vaccines for Children |
| Awarding Official: | Divya Cassity |
| Indirect Cost Rate: | 17.64 |
| Research and Development (T/F): | FALSE |
| PCA: | 53120 |
| Index: | 50404 |

| Agency | DUNS No. | Amount | Grand Total: |
|--------|-----------|--------------|--------------|
| Crook | 557315405 | \$166,620.00 | \$166,620.00 |

PE12-02 COVID-19 Response

| | | |
|--------------------------------------|-------------|-----------------------|
| Federal Award Identification Number: | State Funds | NU90TP922070 |
| Federal Award Date: | | 03/16/2020 |
| Performance Period: | | 03/05/2020-03/15/2022 |
| Awarding Agency: | | DHHS/CDC |
| CDFA Number: | | 93.354 |
| CFDFA Name: | | PHEP CoAg for |
| Total Federal Award: | | \$7,798,826 |
| Project Description: | | PHEP COVID-19 CoAg |
| Awarding Official: | | Bradley Nelson |
| Indirect Cost Rate: | | 18.76% |
| Research and Development (T/F): | FALSE | FALSE |
| PCA: | 50244 | 53112 |
| Index: | 50100 | 50407 |

| Agency | DUNS No. | Amount | Amount | Grand Total: |
|--------|-----------|--------|-------------|--------------|
| Crook | 557315405 | | \$46,515.00 | \$46,515.00 |

Crook County Counsel's Office

Mailing: 500 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 (Regi)

DATE: April 13, 2021

RE: Clerk Draw Down Account with AmeriTitle
Our File No.: Clerk 73

Enclosed is a service agreement between the County and AmeriTitle in which the County will provide access to the Clerk's client portal. The County and AmeriTitle have been in a substantially similar agreement since 2015 that expires this month. 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 21, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

SERVICE AGREEMENT

This agreement entered into by and between the Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and AmeriTitle, LLC, a foreign limited liability company, hereinafter "Subscriber" and effective April 16, 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. **Copies of Recorded Images:** Subject to the terms of this agreement, County shall provide Subscriber with computerized, TIF format images of all documents recorded in the Crook County Deed, Mortgage, and Lien records. Such images shall be sent via FTP format thru FileZilla or similar, to an address designated by Subscriber, as soon as possible after the documents are indexed, but no more than ten (10) days after recording. The recorded images will be sent beginning with those recorded on the effective date of this agreement.
- b. **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. **Copies of Recorded Images:** Subscriber shall pay County at a rate of Twenty-Five Cents (\$.25) per image for those images transported via FTP. Payment shall be made through a "draw down" account maintained by the Crook County Clerk's Office. Clerk's Office shall notify Subscriber when such account requires additional funds.
- b. **Client Portal to Access Clerk's Recording Index and Images:** Subscriber shall pay County at a rate of \$75.00 per month for access to the Clerk's Recording Index and Images thru a Client Portal. Payment shall be paid in advance. 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 on-

line transactions. Subscriber is responsible for setting up and configuring its own devices. Subscriber is also responsible for the security of its own devices and data.

- c. **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.

///

///

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

Seth Crawford, Crook County Judge

Date: 4/21/21

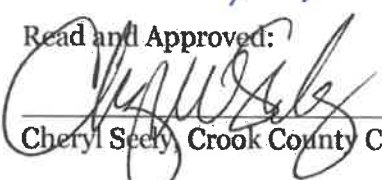
Jerry Brummer, County Commissioner

Date: 4/21/21

Brian Barney, County Commissioner

Date: 4/21/21

Read and Approved:


Cheryl Seely, Crook County Clerk

4/13/21
Date

Approved for Legal

John Eisler, Asst. County Counsel Date

Subscriber

By: _____

Its: JUSTIN HOMAN, GM & AVP

Title: GM

Date: 4/1/2021

Digitally signed by Justin Homan
DN: cn=Justin Homan, o=AmeriTitle, ou, email=justin.homan@amerititle.com, c=US
Date: 2021.04.13.12:13:16 -07'00'



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: Shawn Cross Date of Request: 03/22/21
Email: Chucks.six@icloud Phone: 541-213-0383
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? 04/20/21
2. Describe the matter to be placed before the Court: Greater Idaho
3. What action are you requesting that the Court take? Place the initiative on the up coming election ballot. Requires commission to road map ability to transition Crook County Oregon to Crook County Idaho
4. What is the cost involved with your request, if applicable? _____
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) _____
X 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

Crook County

July 1, 2021
Renewal Meeting
Presentation to the Court



Agenda

- Introductions
- Summary of Medical Claims Experience
- Medical Renewal
- Dental Experience – Current 8
- Dental Renewal
- Life and Long-Term Disability

Summary of Medical Claims Experience

- Prior 12 months (2/1/2019 to 1/31/2020)
 - 125% Loss Ratio
 - One large claim over \$1.5 million
 - Two additional large claims over \$100,000
- Current 12 months (2/1/2020 to 1/31/2020)
 - 70.62% Loss Ratio
 - One large claim over \$100,000
- 12 month rolling (4/1/2020 to 3/31/2021)
 - 68.36% Loss Ratio



Crook County Medical Rate Recap

July 1, 2021

| Quoted Census | EO | ES | ESC | ECO | Monthly Total | Annual Total | Change |
|--------------------|----|----|-----|-----|------------------|-----------------|--------|
| Voyager \$1500 | 22 | 22 | 37 | 6 | | | |
| Voyager \$3000 | 5 | 5 | 10 | 2 | | | |
| Navigator \$3000 | 23 | 29 | 27 | 8 | | | |
| Navigator HSA 2000 | 1 | 1 | 2 | 2 | | | |
| Total | 51 | 57 | 76 | 18 | | | |

Revised Renewal Plans

| | | | | | | | |
|--|----------|------------|------------|------------|--------------|----------------|-------|
| Renewal - PacificSource - Voyager \$1500 | | | | | | | |
| \$25 OV, \$1500/3000 Ded., 20% to \$3500/7000 OOP | | | | | | | |
| Rx: \$15 Tier 1 / \$45 Tier 2 / \$45 Tier 3 | \$796.88 | \$1,741.06 | \$1,948.42 | \$1,330.87 | | | |
| Alternative Care: \$25 Copay - \$1500 Annual Max | \$12.78 | \$27.94 | \$31.25 | \$21.36 | | | |
| Vision: Exam - \$10 OV, \$300 Hardware every calendar year | \$13.56 | \$29.61 | \$33.14 | \$22.64 | | | |
| Total | \$823.22 | \$1,798.61 | \$2,012.81 | \$1,374.87 | \$140,403.45 | \$1,684,841.40 | 4.82% |

| | | | | | | | |
|--|----------|------------|------------|------------|-------------|--------------|-------|
| Renewal - PacificSource - Voyager \$3000 | | | | | | | |
| \$25 OV, \$3000/6000 Ded., 20% to \$5000/10,000 OOP | | | | | | | |
| Rx: \$15 Tier 1 / \$45 Tier 2 / \$45 Tier 3 | \$732.23 | \$1,599.80 | \$1,790.34 | \$1,222.89 | | | |
| Alternative Care: \$25 Copay - \$1500 Annual Max | \$12.78 | \$27.94 | \$31.25 | \$21.36 | | | |
| Vision: Exam - \$10 OV, \$300 Hardware every calendar year | \$13.56 | \$29.61 | \$33.14 | \$22.64 | | | |
| Total | \$758.57 | \$1,657.35 | \$1,854.73 | \$1,266.89 | \$33,160.68 | \$397,928.16 | 4.81% |

| | | | | | | | |
|--|----------|------------|------------|------------|--------------|----------------|-------|
| Renewal - PacificSource - Navigator \$3000 | | | | | | | |
| \$25 OV, \$3000/6000 Ded., 20% to \$5000/10,000 OOP | | | | | | | |
| Rx: \$15 Tier 1 / \$45 Tier 2 / \$45 Tier 3 | \$678.96 | \$1,483.42 | \$1,660.10 | \$1,133.92 | | | |
| Alternative Care: \$25 Copay - \$1500 Annual Max | \$12.78 | \$27.94 | \$31.25 | \$21.36 | | | |
| Vision: Exam - \$10 OV, \$300 Hardware every calendar year | \$13.56 | \$29.61 | \$33.14 | \$22.64 | | | |
| Total | \$705.30 | \$1,540.97 | \$1,724.49 | \$1,177.92 | \$116,894.62 | \$1,402,735.44 | 4.80% |

| | | | | | | | |
|---|----------|------------|--------------|------------|------------|----------------|-------|
| Renewal - PacificSource - Navigator HSA 2000_20+Rx (Non-Embedded) | | | | | | | |
| \$2000/4000 Ded., 20% to \$4000/8000 OOP | | | | | | | |
| Rx: 20% after medical deductible | \$645.37 | \$1,410.03 | \$1,577.97 | \$1,077.82 | | | |
| Alternative Care: \$25 Copay - \$1500 Annual Max | \$12.78 | \$27.94 | \$31.25 | \$21.36 | | | |
| Vision: Exam - \$10 OV, \$300 Hardware every calendar year | \$13.56 | \$29.61 | \$33.14 | \$22.64 | | | |
| Total | \$671.71 | \$1,467.58 | \$1,642.36 | \$1,121.82 | \$7,667.65 | \$92,011.80 | 4.80% |
| Total of all plans | | | \$298,126.40 | | | \$3,485,505.00 | 4.81% |



Projected Renewal
9.82% Increase

Original Renewal
6.82% Increase



Crook County Dental Claims Experience

July 1, 2020 to February 28, 2021 - Moda Only

| | contracts | members | Premium | Dental Paid | Claim Adj | Total Paid | Loss Ratio |
|--------------|-------------|-------------|---------------------|---------------------|---------------|---------------------|---------------|
| July-20 | 201 | 328 | \$22,757.02 | \$4,748.00 | \$0.00 | \$4,748.00 | 20.86% |
| August-20 | 200 | 327 | \$22,013.13 | \$28,877.60 | \$0.00 | \$28,877.60 | 131.18% |
| September-20 | 202 | 332 | \$22,718.21 | \$18,822.96 | \$0.00 | \$18,822.96 | 82.85% |
| October-20 | 206 | 336 | \$23,087.59 | \$21,077.07 | \$0.00 | \$21,077.07 | 91.29% |
| November-20 | 208 | 332 | \$23,139.43 | \$27,572.00 | \$0.00 | \$27,572.00 | 119.16% |
| December-20 | 207 | 337 | \$23,111.15 | \$16,367.57 | \$0.00 | \$16,367.57 | 70.82% |
| January-21 | 208 | 339 | \$22,963.56 | \$10,570.60 | \$0.00 | \$10,570.60 | 46.03% |
| February-21 | 206 | 334 | \$22,705.16 | \$27,628.40 | \$0.00 | \$27,628.40 | 121.68% |
| Total | 1638 | 2665 | \$182,495.25 | \$155,664.20 | \$0.00 | \$155,664.20 | 85.30% |



Crook County Dental Rate Recap

July 1, 2021

| Quoted Census | | EO | ES | ESC | ECO | Monthly Total | Annual Total | Change |
|---------------|--|----|----|-----|-----|---------------|--------------|--------|
| | | 49 | 63 | 79 | 16 | | | |

| Current Plan - Moda - Passive PPO | | | | | | | |
|---|--|----------------|----------------|-----------------|-----------------|-------------|--|
| No Ded., \$1500 annual max | | | | | | | Preventive does not count towards annual maximum |
| Covered in full / Covered in full / 50% | | \$48.25 | \$95.56 | \$163.78 | \$111.75 | \$23,111.15 | \$277,333.80 |
| Orthodontia \$1500 | | | | | | | |
| Total | | \$48.25 | \$95.56 | \$163.78 | \$111.75 | | |

| Renewal Plan - Moda - Passive PPO | | | | | | | |
|---|--|----------------|-----------------|-----------------|-----------------|-------------|--|
| No Ded., \$1500 annual max | | | | | | | Preventive does not count towards annual maximum |
| Covered in full / Covered in full / 50% | | \$51.63 | \$102.25 | \$175.24 | \$119.57 | \$24,728.70 | \$296,744.40 |
| Orthodontia \$1500 | | | | | | | |
| Total | | \$51.63 | \$102.25 | \$175.24 | \$119.57 | | 7.00% |

| Revised Renewal Plan - Moda - Passive PPO | | | | | | | |
|---|--|----------------|-----------------|-----------------|-----------------|-------------|--|
| No Ded., \$1500 annual max | | | | | | | Preventive does not count towards annual maximum |
| Covered in full / Covered in full / 50% | | \$50.61 | \$100.24 | \$171.81 | \$117.23 | \$24,243.68 | \$290,924.16 |
| Orthodontia \$1500 | | | | | | | |
| Total | | \$50.61 | \$100.24 | \$171.81 | \$117.23 | | 4.90% |

This rate recap is for illustration purposes only. If a conflict arises, the carrier information will take precedence.

July 2020 Renewal Summary

Pacificsource renewal – 0% increase

Move to Moda - 3.18% decrease, savings of \$8870.64 annually. Added Preventive not counting toward maximum



United Heritage

- Life – does not renew until July 1, 2022
- Long Term Disability – renews in 2021
 - Receiving a 16% increase (\$0.25 to \$0.29) or about \$381 in monthly premium
 - Two current claims totaling roughly \$91,560 annually in payments and a reserve of \$381,134

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: April 14, 2021

RE: Batterer's Intervention and Prevention Program RFP
Our File No.: Comm Corr 44

The County published an RFP for its Justice Involved Individual—Self Paid Batterer's Intervention and Prevention Program (the "Program") on March 9, 2021. The Program is an Oregon Criminal Justice Commission grant-funded service and support program for individuals facing criminal charges related to Intimate Partner Violence. The proposed contract would run through the 2021-23 biennium.

Proposals were due by April 2, 2021. The County only received one proposal, from BestCare Treatment Services, Inc. Brett Lind and I have reviewed the proposal for responsiveness. The proposal is complete, responsive, and addresses all requirements listed in the RFP. BestCare is also a responsible bidder.

The County went through the proper procedure for this solicitation. Mr. Lind recommends awarding the contract to BestCare. I therefore recommend a motion awarding the Batterer's Intervention and Prevention Program contract to BestCare Services, Inc., to be signed out of court.

Please place this memo and the attached document(s) on the Wednesday, April 21, 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

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: March 17, 2021

Second Reading: April 7, 2021

Third Reading: April 21, 2021

Dated this 21st day of April 2021.

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

| Vote: | Aye | Nay | Excused |
|---------------|-------|-------|---------|
| Seth Crawford | _____ | _____ | _____ |
| Jerry Brummer | _____ | _____ | _____ |
| Brian Barney | _____ | _____ | _____ |

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
Community Development
300 NE 3rd Street, Prineville, OR 97754
(541)447-3211x1
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April 14, 2021

TO: Crook County Court

FROM: Ann Beier, Director 
Crook County Community Development

Crook County requested partitioning of two parcels from property identified on the County Assessor's maps as Township 15S, Range 15E WM, tax lot 300. This includes property both north and south of Highway 126. The intent of the partition is to create a separate tax lot for the airport property and to create a new 40-acre parcel. The City of Prineville approved the portion of the land partition involving the airport, which is within the City of Prineville. The Crook County Planning Department approved the portion of the partition subject to County jurisdiction.

The partition has resulted in the following parcels:

Parcel 1 – 40.36 acres

Parcel 2 – 449.07 acres

Parcel 3 – 1073.12 acres.

MTL 1515000000300

Proposed Parcel 1

Proposed Parcel 2



COMMUNITY DEVELOPMENT

PLANNING

BUILDING

ON-SITE

