

CROOK COUNTY WORK SESSION

Administration Conference Room
203 NE Court Street, Prineville, OR

Tuesday **July 13, 2021** at 9 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: 623 057 025
Meeting Password: zRNvGMYM286

Discussion Items

	<i>Requester's Name</i>	<i>Matter</i>	<i>Does in Packet?</i>
1	Katie Plumb	Covid-19 Update	
2	William Marks	General Update	
3	Kim Barber	Associate Counsel Reclassification	✓
4	Eric Blaine	Review and Approve Developmental Disability Abuse Investigation Agreement with Deschutes County	✓
5	John Eisler	TSR North Appeal Scheduling	
6	Jerry Brummer	Fleet Vehicles/County Vehicle Use Policy	✓

Executive Discussion Items

	<i>Requester's Name</i>	<i>Matter</i>	<i>Docs in Packet?</i>
Exec #1			

Items placed on the Work Session agenda are intended for discussion only, without making decisions or finalizing documents unless an emergency exists.

**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.

*Requests to be placed on the Work Session agenda are
due at 5 p.m. on Thursday before the Work Session*

July 13, 2021 Work Session Agenda Items



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

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION				
Employee Name: (Last, First Name MI) Eisler, John	Employment Type: Full Time (30+ Hrs.) <input checked="" type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	Employment Status: Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/>	Employment Action: New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input checked="" type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO	Employment Classification: Exempt <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/>
Effective Date: 6/1/2021	New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>	Replacement Position <input type="checkbox"/> Replaces:		
Position #:	Reason: Position Reclassification to Grade 130/1-13			
DETAIL	FROM (present status)	TO (new status)		
FTE: (e.g. 1.0, .80)	1.0	1.0		
Hours Per Day/Scheduled Days:	8	8		
Dept./Office:	Legal	Legal		
Position - Job Title:	Assistant Counsel	Assistant Counsel		
Salary Grade/Step:	128/6	130/6		
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	40.18 83,574.40	44.68 92,934.40		
Certification Pay/Per Pay Period:				
License Required: <input type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input type="checkbox"/> NO		
Comments/Notes:				
Human Resources Signature _____		Finance Signature _____		
Date _____		Date _____		
Department Head Signature _____		Employee Signature (if applicable) _____		Date _____
County Court Signatures Required For: Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>				
County Judge _____		County Commissioner _____		
Date _____		Date _____		
County Commissioner _____		Date _____		



**Adult Abuse Investigations
MOU #: 2021-494**

EFFECTIVE DATE: The effective date of this Memorandum of Understanding (MOU) shall be July 1, 2021. Unless extended or terminated earlier in accordance with its terms, this MOU shall terminate on June 30, 2023.

PARTIES: Crook County, a political subdivision of the State of Oregon, acting by and through the Crook County Health Department, Public Health Division (hereinafter referred to as "Crook County"), and Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Intellectual Developmental Disability Services (hereinafter referred to as "Deschutes County"); collectively referred to as "Parties" or individually referred to as "Party."

BACKGROUND AND PURPOSE: This MOU supersedes and replaces any previous MOU, contract and/or corresponding communications between applicable Parties with regards to the subject matter thereof. The intent of this MOU is to set forth the terms and understanding between all Parties to more formally outline roles and responsibilities that support the Adult Abuse Investigation Services once a referral is initiated.

In accordance with Oregon Health Authority regulations, (DD 55 Services) Abuse Investigation Services for adults include responding to abuse allegations, accessing protective services in coordination with case management entities, and assuring that the abuse allegations are appropriately investigated and reported. Crook County has authorized Deschutes County to perform abuse investigation activities for Crook County residents. Applicable OHA standards and procedures have been incorporated into this MOU and attached herein as Exhibit 1.

RESPONSIBILITIES OF EACH PARTY

1. Each Party agrees to receive, or otherwise have access to, certain information that is confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act").
2. When requesting information regarding a client/patient, Parties agree to obtain appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA and 42 CFR part 2. All Parties must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.
3. Each Party may access protected health information of the mutual client/patient only upon direct request by the provider that is providing, or has provided, care to that client/patient. In the case where direct provider request is not documented, each Party agrees to recognize the appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA, and 42 CFR part 2.
4. Each Party is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such their own officials, employees, and agents. Each Party shall defend, indemnify, and hold harmless the other Parties for claims arising from the actions of the Party, its officials, employees and agents.
5. Any compliance issues, complaints or conflicts between Parties related to this MOU and not resolved through initial discussion between the Parties shall be submitted in writing to DCHS Public Health Deputy Director and the Crook County and Jefferson County Directors. The DCHS Deputy Director and Directors will conduct fact finding and facilitate a compromise and/or initiate mediation.
6. The Parties agree that any applicable term required by the provisions of OHA intergovernmental agreement #157821 which are required to be incorporated into any subagreements are by this reference incorporated into and made a part of this MOU #2021-494.

CROOK COUNTY:

1. Coordinate and collaborate with Deschutes County regarding any referral or report of alleged abuse where an abuse investigation is opened.

DESCHUTES COUNTY:

1. Upon receipt of any report of alleged abuse, neglect or upon receipt of a report of a death that appears to be of suspicious origin, Deschutes County will open an investigation.
2. Eligibility criteria for an abuse investigation shall be as follows:
 - A. Diagnosed as Developmentally Disabled and eighteen (18) years or older;
 - B. Receiving case management services in Deschutes or Crook County;
 - C. Receiving any Oregon Department of Human Services (DHS) funded services for individuals;
 - D. Adults previously determined eligible for developmental disability services and voluntarily terminated from services;
 - E. Physically located within the Deschutes County or Crook County jurisdictional boundaries.

CONFIDENTIALITY:

In addition to the obligations imposed upon the Parties outlined in applicable law, each Party agrees to maintain confidentiality of information obtained pursuant to this MOU as follows:

It is agreed upon, by, and between all Parties that all participants in this project have an obligation to safeguard confidential information and records to which they have access or become aware of during the term in which services ("data") is being provided or exchanged. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that all Parties understand the obligation to maintain the confidentiality of information and records which any individual Party may access or become aware of while working in collaboration regarding this Project. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of any Party who improperly uses, discloses or releases confidential information or records will be subject to legal action, which may also include termination of this MOU. Except as is necessary to perform official work with, no Party is authorized to use, disclose or release any information or records to which the Party has access or becomes aware of during the term of the MOU in which services are being provided without the express written approval of the applicable Party's Department Director or Program Manager.

The Parties agree to abide by the laws and policies governing confidentiality by signing this MOU. If at any time, any Party has any questions regarding confidentiality laws or policies or regarding that Party's obligation to maintain the confidentiality of any information or records, that Party shall contact the applicable Party's Department Director, Program Manager or Privacy Officer.

BY SIGNING THIS MEMORANDUM OF UNDERSTANDING, EACH PARTY CERTIFIES THAT THE PARTY HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY STATEMENT, THAT THE PARTY HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT THE PARTY WILL ABIDE BY THOSE LAWS AND POLICIES. EACH PARTY FURTHER UNDERSTANDS AND AGREES THAT, IF THE PARTY IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, THE APPLICABLE PARTY WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THIS MEMORANDUM OF UNDERSTANDING.

COMPENSATION: NONE.

TERMINATION:

1. Voluntary Termination. Any individual Party may terminate its participation in this MOU for any reason upon thirty (30) calendar day's prior written notice to the other Parties. The termination by one Party does not operate to terminate the MOU as regards any other Party or Parties.
2. Termination for Cause. If any Party is in breach of this MOU, and that breach is not entirely cured within fifteen (15) calendar days' prior written notice from any non-breaching Party, the breaching Party may be immediately terminated from this MOU upon written notice of a majority vote of the non-breaching Parties. In the event that a notice of breach was sent to any Party, the breach was not cured within fifteen (15) calendar days, and a majority of the non-breaching Parties does not vote to terminate the breaching Party, any Party may immediately terminate its participation in this MOU upon written notice to the other Parties. The termination of any one Party does not operate to terminate the MOU as regards any other Party or Parties.
3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

<u>To Crook County:</u>	<u>To Deschutes County:</u>
Rick Treleaven	Janice Garceau, Deputy Director
CEO, Bestcare Treatment Services	Deschutes County Health Services
PO Box 1710	2577 NE Courtney Dr.
Redmond, OR 97756	Bend, Oregon 97701
Fax No. (541) 504-1195	Fax No. 541-322-7565
Rick Treleaven <rickt@bestcaretreatment.org>	janice.garceau@deschutes.org

<u>To Crook County – for Contract Notices:</u>	<u>To Deschutes County – for Contract Notices:</u>
Eric Blaine	Grace Justice Evans, Contract Specialist
Crook County Counsel	Deschutes County Health Services
300 NE 3 rd Street	2577 NE Courtney Dr.
Prineville, OR 97754	Bend, Oregon 97701
eric.blaine@co.crook.or.us	grace.evans@deschutes.org

GENERAL PROVISIONS:

- 1 To the fullest extent authorized by law and to the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify the other as well as their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of that Party or their officers, employees, contractors, or agents under this arrangement.
2. Each Party involved in a claim shall have control of the defense and settlement of any claim that is subject to subparagraph 1 of this paragraph; however no Party nor any attorney engaged by a party shall defend the claim in the name of any other Party, nor purport to act as legal representative of any other Party without first receiving from that Party's legal counsel, in a form and manner determined appropriate by the Party's legal counsel, authority to act as legal counsel for that Party, nor shall a party settle any claim on behalf of any other Party without the approval of the Parties' legal counsel.
3. It is agreed and understood that each Party is providing these services as an independent contractor, and not as an employee or agent of the other Party.
4. Amendment - The terms of this arrangement may be modified by amendment; the amendment shall be signed by all Parties and fully executed before the modified terms may take effect.
5. Assignment – No Party may assign this arrangement, in whole or in part, without the prior written consent of the other Parties.

- 6. **Governing Law and Venue** – Any dispute under this arrangement shall be governed by Oregon law with venue being located in Deschutes County, Oregon.
- 7. **Severability** – If any part of this arrangement shall be held unenforceable, the rest of this arrangement will remain in full force and effect.

ENTIRE MOU: Memorandum of Understanding (MOU) hereto, constitutes the entire MOU between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties. If any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified except in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly appointed officers the first date written below.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

DESCHUTES COUNTY HEALTH SERVICES

Signature: Janice Garceau
Janice Garceau (Jun 30, 2021 09:07 PDT)

Email: janice.garceau@deschutes.org

Title: Behavioral Health Director

Company: Deschutes County Health Services

**Adult Abuse Investigations
OHA Service Element 55 Standards and Procedures
MOU #: 2021-494**

Effective Date: July 1, 2019
Service Name: Abuse Investigation Services
Service ID Code: DD 55

1. Overview.

Abuse Investigation Services (DD 55 Services) for adults include responding to abuse allegations, accessing protective services in coordination with case management entities, and assuring that the abuse allegations are appropriately investigated and reported. County must operate a Community Developmental Disabilities Program (CDDP), or have a service agreement with another CDDP, to perform abuse investigation activities included in the DD 55 Services.

2. Standards and Procedures.

a. General Performance Requirements

- (1) When providing DD55 Services for DHS, County will:
 - (a) Comply with OAR Chapter 411, Division 320 "Community Developmental Disabilities Program", as such rules may be revised from time to time.
 - (b) Comply with OAR Chapter 407, Division 045 "Office of Adult Abuse Prevention and Investigations", as such rules may be revised from time to time.
 - (c) Comply with DHS policies and procedures and DHS Transmittals requesting action or providing policy information.
- (2) County must employ, or have an agreement with an identified CDDP or Subcontractor to employ, individuals as abuse investigators to perform abuse investigation activities which includes the provision of DD 55 Services in a geographic Program Area and who will be referred to as the "Abuse Investigator".
- (3) The County, CDDP, or Subcontractor shall employ and provide training for all staff indicated in the workload model for Abuse Investigation Services within the funding allotted.
- (4) Investigators must use OTIS approved forms and procedures for mandatory abuse reporting, accessing protective services, and investigation and documentation of findings regarding abuse allegations.
- (5) Investigators must complete the abuse investigation duties within the timelines outlined in rule. Any variance to the investigation rules in OAR

Chapter 407, Division 45 "Office of Adult Abuse Prevention and Investigations" must be reviewed and approved by OTIS.

- (6) Investigators must participate in quarterly meetings held by OTIS.
 - (7) Investigators must participate in the county multidisciplinary team relative to ORS 430.739 "County multidisciplinary teams; protocols; reports" and provide any requested data and information needed to comply with ORS 403.739 and OAR Chapter 407, Division 45.
 - (8) Per ORS 430.731(3) a person employed by a CDDP to provide Case Management Services may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability.
 - (9) A CDDP may identify a back-up Abuse Investigator who is also a case manager or Services Coordinator. Back-up Abuse Investigators must complete the Investigator Core Competencies training as delivered by OTIS. A back-up Abuse Investigator may be used in a situation where the primary Abuse Investigator is absent or temporarily unavailable. If a case manager is the back-up Abuse Investigator, the case manager cannot serve as the investigator for an allegation involving an adult they case manage.
 - (10) In circumstances where a CDDP may have a potential conflict of interest, OTIS should be consulted as prescribed in OAR Chapter 407, Division 45. A conflict of interest is limited to cases where a CDDP employee is the accused person, there is a familial relationship to the investigator, or the allegation is a highly sensitive issue requiring outside investigation.
 - (a) The Abuse Investigator must consult with investigators in neighboring service areas to coordinate an out of county investigation. Investigators cannot reject a request for an out of county investigation based solely on workload impacts.
 - (b) OTIS, in consultation with the Abuse Investigator, will determine if there is an actual or potential conflict of interest that cannot be remedied through assignment to another abuse investigation provider.
 - (c) OTIS will provide a written response regarding the outcome of the formal request to the original investigator within 24 hours.
- b. **Special Reporting Requirements**

Upon DHS' written request, a CDDP will provide data and information relative to the implementation of DD 55 Services within the time specified by DHS in its request to County.

3. **Billing and Payment Procedures.**

- a. DHS will provide County with funding for DD 55 Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved County workload model or its funding level for FTE staff.

- b.** DHS will disburse funding for DD 55 Services, for a specified period of time, in an amount equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time, subject to the following:
- (1) If County fails to deliver DD 55 Services for part of a month, the funding for DD 55 Services for that month will be prorated and DHS may reduce future disbursements of DD 55 funds accordingly.
 - (2) If requested by DHS, County shall also accept an appropriate SEPA Adjustment to amend funding for DD 55 Services as a result of a CDDP's failure to deliver the DD 55 Services for a full month.

	A	B	C	D	E
1	#1 2008 Chevy Suburban				
2	Date	Business	Repair	Amount	Miles/Department
3	3/9/2021	Road Department	Fluids & Tires	73.28	
4	3/30/2021	Tires Les Schwab	Battery Replacement	199.98	
5	4/3/2021				23 Miles/Health
6	4/10/2021				24 Miles/Health
7	4/17/2021				23 Miles/Health
8	5/1/2021				24 Miles/Health
9	5/8/2021				23 Miles/Health
10				273.26 Total	117 Miles Total
11					
12	#2 2008 Chevy Suburban				
13	3/4/2021	Tires Les Schwab	Tire Repair	107.98	
14	3/9/2021	Road Department	Fluids & Tires	73.28	
15				181.26 Total	
16					
17	#4 2005 Dodge Durango				
18	3/9/2021	Road Department	Fluids & Tires	73.28	
19				73.28 Total	
20					
21	#5 2005 Jeep Cherokee Laredo				
22	3/9/2021	Road Department	Fluids & Tires	73.28	
23	3/9/2021	Road Department	Battery Replacement	143.99	
24				217.27 Total	
25					
26					
27	#6 2010 Ford Explorer				
28	3/9/2021	Road Department	Fluids & Tires	73.28	
29	4/16/2021	Road Department	Battery Replacement	169.64	
30	5/7/2021	King's Oil & Lube	Oil Change	47	
31				289.92 Total	
32	5/7/2021				Community Development
33					
34	2004 Econoline E350 12 Passenger Van				
35	6/10/2021				166 Miles/Museum
36					166 Miles Total
37					
38	2008 Dodge Durango - Juvenile Department				
39	2002 Ford Explorer				
40	2006 For Explorer				