



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, July 21, 2021 at 9:00 A.M.

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 July 6, 2021 and July 13, 2021 Work Session and July 7, 2021 Regular Meeting
2. Approve Solid Waste Disposal Fee Credit for Redemption House Ministries
3. Approve Collective Bargaining Agreement/Union Negotiations
4. Approve Mobile Assessment Software License, Woolpert Company DBA Data Cloud Solutions
5. Approve Independent Contractor Agreement with RanDee Anshutz
6. Approve Landfill Entrance Extension for Andersen Construction
7. Approve Great West Engineering K for Landfill Entrance and Scalehouse Improvements
8. Approve Scalehouse Software RFP; Contract w/Creative Info Solutions
9. Approve IGA No. 171409, Tort Claim Coverage for Psychiatric Security Review Board (PSRB) Claims
10. Approve COIC IGA Regarding ODOT STF Grant Agreement #34944
11. Approve OHSU Knight Cancer Institute Grant

SCHEDULED APPEARANCES

- | | |
|-----------------------------|---------------------------------------|
| 12. War Paint | Requester: Jerry Brummer (20 Minutes) |
| 13. Oregon Living with Fire | Requester: Joe Stutler (15 Minutes) |

DISCUSSION

- | | |
|---|-------------------------------------|
| 14. Public Hearing: Reading Ordinance 325 & 326 | Requester: Ann Beier (10 Minutes) |
| 15. Public Hearing: Order 2021-40 Fees for Fiscal Year 2021-22 | Requester: Eric Blaine (10 Minutes) |
| 16. IGA #169167 CDDP Funding Agreement | Requester: Eric Blaine (5 Minutes) |

EXECUTIVE SESSION – None Scheduled

**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 JULY 6, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on July 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 and Commissioner Brian Barney

Absentees: Commissioner Jerry Brummer

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert and Legal Assistant Lindsay Azevedo.

WORK SESSION

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

At 9:00 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

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 terminate the agreement as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 9:11 a.m.**

Respectfully submitted,

Amy Albert

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

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on July 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; Legal Assistant Lindsay Azevedo; Deputy Director Katie Plumb; Director Kim Barber; Sheriff John Gautney; Director Tim Deboodt; Road Master Bob O'Neal; Director Will Van Vactor; Senior Accountant Christine Kurtz; Monty Kutz and William Marks.

WORK SESSION

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

Agenda Item #1, Covid-19 Update: Katie Plumb of the Health Department updated the Court on a Covid-19 mobile vaccination clinic that will be in partnership with the Oregon Health Authority and the Peace Core. The mobile vaccination clinic will be five consecutive days beginning July 26th. The mobile clinic location will change each day, taking place at the Paulina Store, Presbyterian Church, Juniper Canyon Baptist Church, Library and Powell Butte Community Center.

Agenda Item #2, General Update: William Marks from Facebook stopped by the Work Session to say Hello.

Agenda Item #3, Associate Counsel Reclassification: Human Resource Director Kim Barber presented the Court with the reclassification of the Assistant County Counsel. Originally the position of Assistant County Counsel was created for an attorney newly out of law school, giving this individual limited responsibility. Currently this position is held by John Eisler who is performing duties more complex than what his position requires because of this a reclassification for the Assistant County Counsel position is requested. County Court approved this reclassification.

MOTION to approve John Eisler's reclassification to grade 130 step 6. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #4, Review and Approve Developmental Disability Abuse Investigation Agreement with Deschutes County: Eric Blaine presented the Court with a memorandum of understanding (MOU) between the Crook County Health Department and the Deschutes County Health Authority. This will allow Deschutes County to perform adult abuse investigation services for Crook County residents.

MOTION to approve memorandum of understanding 2021-494. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #5, TSR North Appeal Scheduling: John Eisler informed the Court TSR North Solar Farm will be requesting a continuance to October 6th. The continuance is requested as a decision regarding the LUBA appeal has not been made and this decision may influence the outcome of the appeal filed by TSR North Solar Farm. The Court approved of the continuance.

MOTION to approve request for continuance for TSR North Appeal. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #6, Fleet Vehicles/County Vehicle Use Policy: Commissioner Brummer discussed the possibility of selling some of the fleet vehicles as they are requiring more maintenance and not being used regularly. Commissioner Brummer recommended keeping the 2004 Econoline Van and both of the Chevy Suburban's. Before any decisions are made the Court would like Janet Pritiskutch to clarify a few matters regarding fleet expenses.

There being no further business before the Court, the meeting was **adjourned at 9:33 a.m.**

Respectfully submitted,

Amy Albert

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

Be It Remembered that the Crook County Court met in a Regular Court meeting on July 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 Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Addressing Tech Nate Trammell; Director Ann Beier; Manager Kim Herber; Director Kim Barber; Road Master Bob O'Neal; Director Tim Deboodt; Director Debra Patterson; Accountant Christine Kurtz; Sheriff John Gautney; Manager Levi Roberts; Clerk Cheryl Seely; Library Technician Cindy York; Derek Hofbauer; Darcy Bedortha; Joseph Merrill; Don Vogel; Darlene Henderson; Shawn Cross; Steven Holman; Monty Kurtz; Emmy Andrews; Kim McCarrel; Duane Miller; Oliver Wisseman; Aaron Lavelle; Dawn Rhoads; Steve Rhomps; Marg Smith-Luces; Robert Lucas; John Unruh; Renee Moss; Slater Turner; Mikayla Mills; Tory Kurtz; James Good; Clint Brooks; Bobbi Brooks; Terry Neill; Marci Waymann; Mathies Fedorspiol; Kevin Klous; Amber Toomey; Jesse Toomey; Mary Beyer; Paul Cuddy; Robin Olson; Art Griffiths; Loreana Brown; Ian Sexten; Hunter Hicks; Julie Brents; Holden Cuse; Cliff Kiser; Kim Daniels; Nettie Downing; Kim Vogel and Linda Manning.

REGULAR SESSION

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

MOTION to approve the Consent Agenda as presented with these changes, Consent Agenda Item #21 will be moved to Discussion, Discussion Item #34 will be removed, and the CIS agreement will be added to the Consent Agenda. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #24: Darcy Bedortha from H.O.R.S.E.S on the Ranch appeared before the Court to explain the therapeutic opportunities that are being offered at H.O.R.S.E.S on the Ranch and the impact they have on individuals. Currently H.O.R.S.E.S on the Ranch accepts some forms of insurance, such as OHP, unfortunately there are several veterans whose insurance is not covered. Ms. Bedortha requested a donation of \$2,500, the County will need to review the budget before any donation decisions can be made. H.O.R.S.E.S on the Ranch will be hosting a fund-raising event August 21st that will be open to the public.

Appearances / Item #25: Joseph Merrill from King of the Kastle appeared before the Court requesting permission to host a side-by-side race in October of 2022. The race will access several County roads as crossing points. Mr. Merrill will meet with Judge

Crawford, Road Master Bob O'Neal and County Counsel Eric Blaine to finalize a plan for King of the Kastle to access County roads at crossing points.

Appearances / Item #26 & 27: Members of the Community met to discuss the building of the Lemon Gulch trails in the Ochoco National Forest. Individuals spoke about their opposition to mountain biking trails being built in Lemon Gulch but emphasized they were not opposed to mountain biking in the forest. Many of their complaints centered around the Forest Service's lack of communication and requested the Forest Service and Central Oregon Trail Alliance (COTA) be more communicative to landowners and permittees in the Mill Creek area. It was also requested County Court resend their letter of support for the Lemon Gulch Trail; at this time the County Court will not resend their letter as they wish to speak with the Natural Resources Committee before any decisions are made. Darlene Henderson from COTA and individuals from the Forest Service spoke on why Lemon Gulch was chosen as the location to build mountain biking trails. It was agreed to by all parties that communication would improve, and meetings would take place between the parties to determine how to best move forward with this project.

Appearances / Item #27A: Shawn Cross from Greater Idaho Movement appeared before the Court to provide an update. The Greater Idaho Movement formed a group that is meeting once a month. The group has begun gather statistics comparing Oregon to Idaho and will continue to gather information moving forward. Mr. Cross requested a link to the Greater Idaho Movement be added to the County's website, at this time the County will not be adding a link.

Discussion item #28: Community Development Director Ann Beier discussed Ordinance 325 amending Crook County code chapters 17.08, 18.08, 18.16, 18.28, 18.112, 18.18, 18.116 and 18.127 regarding editing code language for consistency with state law and removing incorrect citations. A public hearing was opened, with no comment the public hearing was closed. This matter will be on the July 21, 2021, Court agenda for a second reading.

MOTION to read Ordinance 325 by title only. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #29: Nate Trammell from Community Development requested the Court approve the naming of a private road SW Cascade View Lane. Mr. Trammell has received the approval from the Crook County 911 Manager, Crook County Road Master, Prineville US Postmaster and Crook County GIS. The County approves of the naming of the private road.

MOTION to approve Order 2021-37 in the matter of naming a private road located in Crook County. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #30: Kev Alexanian had requested the County approve the use of Title III funds at the March 23rd Work Session. Funds will be paid once a year for the next four years to spray for weeds in Juniper Canyon. The County had published a public

notice outlining the use of the funds and provided a ninety-day comment period, no comments were made. The Court approved of the use of these funds.

MOTION to approve the use of Title III funds as requested at the March 23, 2021, Work Session. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #31: Natural Resources Director Tim Deboodt presented the Court with a letter protesting the BOR water application. The purpose of the secondary water right is to release stored water from the Prineville Reservoir for the purpose of fish and wildlife below Bowman Dam through the reach to Lake Billy Chinook, this proposal will affect the amount of water individuals living above the Bowman Dam have access to.

MOTION to approve letter to Tom Byler regarding Prineville Reservoir, Bureau of Reclamation Application for Secondary Water Right Application. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #32: John Eisler presented the Court with a new inmate intergovernmental agreement (IGA) exchange with Jefferson County. The IGA will allow Jefferson and Crook Counties to house inmates in the other counties jail if needed. The base fee for housing an inmate will be \$80 per day, with additional reimbursements for medical and non-routine expenses.

MOTION to approve IGA with Jefferson and Crook Counties to house inmates. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #33: John Eisler presented the Court with Order 2021-36 to form Flat Rock Road District. The special district will include a special taxing district and have a committee of three individuals to be appointed.

MOTION to approve Order 2021-36 election of Flat Rock Road District. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #21: Eric Blaine presented the Court with plat of phase 14 of Brasada Ranch. The mylar copy of the plat has not been received by the County requiring it to be signed out of Court.

MOTION to approve Brasada Ranch phase 14 plat and sign out of court. Motion seconded. No further discussion. Motion carried 3-0.

At 11:00 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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.

There being no further business before the Court, the meeting was **adjourned at 11:46 a.m.**

Respectfully submitted,

Amy Albert



Crook County

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

Crook County Solid Waste Application For A Disposal Fee Credit

Organization: Redemption House Ministries

Contact Name: Shelly Phone: 541-260-2724

Address: 700 E 1st St Prineville, Oregon 97754

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

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.

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

DEPARTMENT OF THE TREASURY

Date: JUN 28 2014

REDEMPTION HOUSE MINISTRIES
780 E 1ST STREET
PRINEVILLE, OR 97754

Employer Identification Number:
46-2175446
DLN:
17053326309003
Contact Person: CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 4, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

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.

Cybulick, Executive Director Date: 1/30/21
Name, title

Office use only:	
Form 501 attached:	<input type="checkbox"/> yes <input type="checkbox"/> no
Credit last year: \$ _____	Credit used last year: \$ _____
Credit approved for current fiscal year: \$ _____	

Crook County Counsel's Office

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

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



MEMO

TO: Crook County Court
FROM: County Counsel
DATE: July 7, 2021
RE: Collective Bargaining Agreement/Union Negotiations
Our File No.: SHERIFF 114(D)

Finance discovered a possible error in the July 1, 2021 Collective Bargaining Agreement wherein Sections 7.1 and 7.5 did not reflect the parties' intent regarding the compensation of those employees primarily assigned to patrol duties.

As executed, the agreement stated in 7.1(c) and (d) that employees would receive a 3% salary increase on each of July 1, 2021 and July 1, 2022. 7.1(c) also stated that office and tech deputies would receive a 5% increase on 7.1.21.

Meanwhile, Section 7.5 discussed incentive payments, rather than wages. 7.5(d) stated that patrol deputies would receive an additional 2.5% increase on each of July 1, 2021 and July 1, 2022. This statement would be better suited to the section on wages than the section on incentive pay.

The Union and the Sheriff both agreed that the attached amendment would accurately reflect the intent of the agreement for the above sections.

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

**AMENDMENT NO. 1
TO COLLECTIVE BARGAINING AGREEMENT**

This Amendment No. 1 modifies that certain Collective Bargaining Agreement, dated July 1, 2021, by and between Crook County and the Crook County Deputy Sheriffs' Association. Hereinafter, the County and Association may collectively be referred to as the Parties.

RECITALS

A) WHEREAS, the Parties executed the Collective Bargaining Agreement (hereinafter, "the Agreement") for the period of July 1, 2021 through June 30, 2025; and

B) WHEREAS, among other provisions, the Agreement discusses wages and incentive pay for eligible employees; and

C) WHEREAS, the Agreement as executed includes a scriveners' error, such that it does not reflect the Parties' intentions, and which scriveners' error the Parties wish to correct.

AGREEMENT

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

1) Effective Date: This Amendment 1 becomes effective on July 1, 2021 and will continue in full effect during the duration of the Agreement.

2) Adoption of Recitals: The above Recitals are incorporated in and made a part of this Amendment 1, as terms of contract and not mere recitals.

3) Modification of Section 7.1: Section 7.1 "wages" of the Agreement is modified to read as follows, with additions underlined:

7.1 Wages

a) Employees shall be compensated in accordance with the salary schedules attached to this agreement and marked appendix "A", which is hereby incorporated into and made a part of this agreement.

b) Employees shall advance to the next higher step on their anniversary date until they reach the top step, as provided in Section 7.3, provided the employee receives a Meets Standards or higher rating on their annual evaluation.

c) Effective July 1, 2021, the County shall increase all salaries in appendix "A" by 3%, except for Office and Tech Deputy positions that shall increase by 5%; and except for personnel primarily assigned to Patrol Deputy positions, that shall increase by 5.5%.

d) Effective July 1, 2022, the County shall increase all salaries in appendix "A" by 3%; except for personnel primarily assigned to Patrol Deputy positions, that shall increase by 5.5%.

e) Effective July 1, 2023, the County shall increase all salaries in appendix "A" by 3%.

f) Effective July 1, 2024, the County shall increase all salaries in appendix "A" by 3%.

4) **Modification of Section 7.5:** Section 7.5 "Incentive Pay" of the Agreement is modified to delete subsection 7.5(d) in its entirety.

5) Except as modified by this Amendment 1, the provisions of the Agreement remain in full force and effect.

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

CROOK COUNTY

Seth Crawford, County Judge

Brian Barney, Commissioner

Jerry Brummer, Commissioner

Date: _____

OFFICE OF THE SHERIFF

John Gautney, Sheriff

Date: _____

CROOK COUNTY



Kurt Klein
CCDSA President

Date: 7/6/24

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: **Updated July 12, 2021** [original memo June 4, 2021]

RE: Recommendation for purchase of mobile assessment software
Our File No.: Assessor # 54

Update:

After the June 18, 2021 meeting, the County received an updated version of the software license. This new version alters the dates for implementing the program, and makes some minor alterations in the manner in which the parties would exchange price quote and purchase orders. Other revisions are modest – for instance, the rate by which Woolpert can escalate its charges has been increased from a maximum of 3.5% per year, to a maximum of 3.9% per year.

Jon Soliz has reviewed the changes and still recommends approval.

Original memo:

The Assessor's office has sought price quotes for a new mobile assessment software program. They have obtained multiple price quotes, and recommend awarding the contract to Woolpert, Inc. d/b/a Data Cloud Solutions, as presenting the best value to the County.

Attached is a memo explaining some of the differences in prices between the programs reviewed. The other vendors did not provide a services contract for the County's review. However, I have reviewed the proposed software license program, and found that it was favorable to the County more even-handed than many other software programs the County's considered over the years. The agreement has a duration of six years, during which the County would pay \$32,370.00 in one-time startup expenses, and \$8,158.00 annually thereafter.

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

**SOFTWARE LICENSE and
RELATED PROFESSIONAL SERVICES
AGREEMENT**

**APPRAISAL TECHNOLOGY INTEGRATION
TO FACILITATE CROOK COUNTY, OR'S DISCOVERY & APPRAISAL
OF REAL ESTATE AND EQUALIZATION OF VALUES**

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Woolpert, Inc. d/b/a Data Cloud Solutions, a Woolpert Company ("Woolpert" or "Supplier") an Ohio corporation having a principal place of business at 1730 N. Limestone St., Springfield, OH 45503 and Crook County Assessor's Office, 200 NE Second, STE 200 Prineville, OR 97754 ("Customer"). Collectively, Supplier and Customer shall be known as the Parties.

RECITALS

WHEREAS Customer, pursuant to state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

WHEREAS Customer has the desire to acquire and implement a number of technology-based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

WHEREAS Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time-consuming rollout period, and

WHEREAS Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

WHEREAS Supplier is engaged in the business of developing and selling **CAMA CloudSM software**; including MobileAssessorSM, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to same;

WHEREAS Supplier possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

- 1) **Term.** This Agreement, including the End User License Agreement (“EULA”) attached hereto and incorporated herein by reference, and in which Customer shall be referred to as “Licensee”, shall **commence on August 9, 2021 or the Effective Date of this Agreement (page 8) and end on June 30, 2027** then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term. The services hereunder shall be provided by Supplier in accordance with the following schedule:
- a) **Project Start & Implementation:** beginning the later of March 29, 2022 or 30 days after Supplier receives remote access to Customer’s CAMA system (a.k.a. Helion/“ORCATS”) and ending within 90 days thereafter.
 - b) **Delivery of Production Software and training:** beginning the later of July 12, 2022, or 90 days after Supplier receives remote access to Customer’s CAMA system, or no sooner than 60 days after Customer is using their new Helion CAMA system for production use; unless a later date is approved by Customer.
 - i) Provided that Customer has provided Supplier with remote access to install Software on a server or virtual machine with **ODBC access to the CAMA database and read/write privileges to the photo storage directories on or before April 12, 2022.**
 - ii) *Each day after August 9, 2021 that this Agreement isn’t fully executed, or each day after April 12, 2022 that the above referenced remote access isn’t provided to Supplier; then, Supplier may shift all delivery dates by one or more days, at Supplier’s sole discretion.*
 - c) **Maintenance and support:** April 12, 2022 – 11:59pm to June 30, 2027, then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term.
- 2) **Scope of Services.** Supplier shall provide to Customer professional services regarding the provision, set-up, and implementation of up to **19,000 real property accounts**; and training of Software on Customer hardware, including:
- a) **Three (3) field appraiser iPad Pro Generation 3 (11”) LTE** (or newer with an A12, 64-bit architecture; or better, e.g., A14) machines loaded with Customer’s technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMA CloudSM licensed devices (**3 mobile + 2 desktop administrative consoles**) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
- Reappraisal data verification / collection

- Market areas statistical review and delineation notation
 - Land and building values equalization review
 - Reappraisal valuations final field review
 - Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
 - Appeals' field check
- b) Upgrades included for mobile devices: Disto Laser Sketch Integration
- c) Configuration assistance of **Three (3), Customer provided, iPad Pro Generation 3 (11") LTE** (or newer with an A12, 64-bit architecture; or better) mobile devices with protective cases and anti-glare screen protectors.
- d) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 2.5 days in total. Onsite training shall be in conducted in the following allotment(s):
- i) no more than one session containing 3 consecutive business days; and
 - additional days of training can be purchased on an as-needed basis.

Any onsite training or professional services (including any excess) shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- e) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by Supplier for the duration of licensed use by Customer.
- i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by Supplier (e.g., Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc.). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including "B", to the contrary.
 - ii) Up to 200 read-only fields and 200 editable fields, across 20 CAMA tables or less (excluding lookup/reference tables). Each extra read-only field would require an additional \$100 one-time fee plus \$25/field/year in additional annual maintenance and support. Each extra editable field would require an additional \$500 one-time fee plus \$150/field/year in additional annual maintenance and support. Each extra CAMA table would require an additional \$1,500 one-time fee plus \$500 per CAMA table above 20, per year, in additional annual maintenance and support. If additional data or tables above and beyond the included quantities listed above are requested by Customer, then Supplier may shift all delivery dates by one or more days, at Supplier's sole discretion.
- f) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.
- *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by Supplier staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b)*

business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings shall be applied to Software training as applicable to the proper collection and incorporation of market data.

Any professional services in excess of the amounts described in this Agreement shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- 3) License and Professional Fees for Software and/or Hardware Services.** All licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed **\$15,755 plus \$3,250 per mobile license (includes Disto Laser Sketching) granted in this Agreement** (reference Section 2a).
- a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.
 - i) 75% of Software license and Professional fees (\$19,128.75) plus 100% of Hardware services (\$0) shall be invoiced upon the due execution of this Agreement. *First installment of one-time fees not to exceed \$19,128.75.*
 - ii) 25% of Software license and Professional fees (\$6,376.25) shall be invoiced upon the CAMA Cloud Synchronization Service being installed on Customer's server. *Final installment of one-time fees not to exceed \$6,376.25.*
 - b) Customer may add additional licenses after the execution of this Agreement under the following conditions:
 - (1) Customer requests a Purchase Order estimate/quote from Supplier,
 - (2) Customer provides purchase authorization via Purchase Order provided to Supplier,
 - (3) 100% of additional license fees are paid within 30 days of activation,
 - (a) additional mobile licenses can be purchased set at then current rates, each, and
 - (b) additional desktop administrative console licenses are \$1,000 each.
 - c) Customer may add additional CAMA CloudSM modules after the execution of this Agreement under the following conditions:
 - (1) Customer requests a Purchase Order estimate/quote from Supplier,
 - (2) Customer provides purchase authorization via Purchase Order provided to Supplier,
 - (3) 100% of additional upgrades fees are paid within 30 days of activation,
 - (a) additional modules will be set at then current rates,
 - (b) additional upgrades will be set at then current rates.
 - d) If Customer determines that Supplier is not in compliance with the terms of this Agreement, Customer may suspend payments until Supplier is in compliance with the terms and conditions of this Agreement.
 - i) Full payment by Customer to Supplier shall be immediately due if the parties agree that Supplier was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer

is accountable for, that interferes with Supplier's ability to successfully complete agreed upon services.

- 4) **Annual SaaS, Maintenance and Support Fees for Software.** Yearly annual maintenance and support for which Customer shall be responsible to pay Supplier an annual sum not to exceed **\$5,595 plus \$812.50 per mobile license (includes Disto Laser Sketching)**. Customer will be entitled to product Updates during the term of this Agreement, which include releases that correct identified errors in Software (including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.
- a) Full (non-discounted) annual maintenance begins July 1st of each year and the first full annual total is due no later than July 31, 2022.
 - i) 100% of pro-rated/discounted Annual Maintenance and Support fees (\$8,032.50 less pro-rata \$6,024.50 = \$2,008) shall be invoiced within 15 days after Customer's CAMA data is loaded to a production CAMACloud environment. **Discounted SaaS, project management, maintenance and support fees through June 30, 2022 not to exceed \$2,008 (estimated due date between April, 2022 – June, 2022).**
 - b) Yearly annual maintenance and support fees may increase to then current rates if Customer adds additional modules, switches CAMA systems, or upgrades after the execution of this Agreement as referenced in Sections 3)b) and 3)c).
 - c) There is no credit or refund in the one-time license fees if the quantity of mobile licenses or upgrades is decreased at any point in the future, but the annual maintenance and support fees shall decrease by the then applicable and respective maintenance rate(s) per removed license or upgrade, per year.
- 5) Supplier will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within two (2) business days. However, Supplier cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.
- a) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.
 - b) Example: The 7/1/2021 – 6/30/2022 pro-rated and discounted maintenance amount of \$2,008 will be due between April, 2021 – June, 2022. Then the first full year annual maintenance and support of \$8,032.50 shall be due by 7/31/2022; then the second full year annual maintenance and support of ~\$8,032.50 shall be due by 7/31/2023; then the third full year annual maintenance and support of ~\$8,032.50 shall be due by 7/31/2024; then the fourth full year annual maintenance and support of ~\$8,032.50 shall be due by 7/31/2025; then the fifth full year annual maintenance and support of ~\$8,032.50 shall be due by 7/31/2026 for which maintenance and support shall expire at the end of 6/30/2027 if Customer provided a sixty (60) day notice to cancel, else renew annually until such notice is provided.
 - (1) ~Each of the above amounts can increase or decrease based upon the then current, applicable, and respective number of licenses or upgrades added or removed after the execution of this Agreement, in accordance with Sections 3 and 4; or, if in the event of no upgrades then the annual maintenance amounts may increase by an amount not to exceed 3.9% from one year to the next.

- 6) Reimbursement of Expenses.** Supplier shall be responsible for all direct expenses of Supplier with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above-described hours/days/licenses shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.
- 7) Mutual Mediation Clause.** Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation. If either party chooses to exercise this right to demand mediation, then, by doing so, that party shall also consent and agree to toll any limitations periods applicable to any claims that the other party may have against the party demanding mediation, such that all applicable limitations periods shall be extended by the same number of days as the period of time from when the demand for mediation was first placed into the mail or otherwise actually communicated to the other party, until the day on which mediation is completed ("Mediation Delay"); and the party demanding mediation shall waive all defenses based on statutes of limitations where litigation is actually commenced within an amount of time from the date that the statute of limitations would have otherwise run equal to the length of the Mediation Delay.
- 8) Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party resulting therefrom, unless expressly consented to in writing by the party waiving such right.
- 9) Confidentiality.** The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Exhibit "A", in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided however Customer will give Supplier written notice within twenty-four hours of Customer's receipt of any request, order or subpoena to allow Supplier to seek whatever protections it deems advisable against such disclosure.
- 10) Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.
- 11) Amendments.** This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.
- 12) Designated Representative.** Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of Supplier or Customer:

Woolpert: Daniel T. Anderson *
E-mail: daniel.anderson@woolpert.com *
**or then current Data Cloud Solutions' Practice Leader,
Copy to: jon.downey@woolpert.com*

Customer: Jon Soliz **
Copy: jon.soliz@co.crook.or.us**
***or then current Assessor*

13) Entire Agreement. The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of Supplier and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: _____

ACCEPTED BY:
Woolpert, Inc.

ACCEPTED BY:
Crook County Assessor's Office

Authorized Signature
Vice President, Practice Leader (DCS)
Title

Name

Title

The undersigned Board secretary and/or custodian of records hereby certifies that the above and foregoing SOFTWARE LICENSE AND RELATED PROFESSIONAL SERVICES AGREEMENT FOR APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE CROOK COUNTY'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES, was approved.

Authorized Signature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of an amount not to exceed **\$27,513 payable prior to June, 2022** which is hereby authorized.

Funds for future years are subject to appropriation in the Customer's then current annual budget and are not guaranteed, but are projected to be \$8,032.50 - \$9,400 payable in July of each subsequent year (beginning July 1, 2022) for ongoing annual maintenance and support. **See Section 3-5 for proposed schedule of payments' due dates.**

Date

Authorized Signature
Account No. (if applicable) _____

EXHIBIT "A"
End User License Agreement

DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, LLC (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, a Woolpert Company ("Woolpert", "Woolpert, Inc.") written Purchase Orders identifying the Licensed Software and services Licensee desires to obtain from Woolpert (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that a quote/estimate be generated by Woolpert for each Purchase Order Licensee intends to issue to Woolpert. Woolpert shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. Woolpert may reject a Purchase Order that does not meet the conditions

described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, Woolpert hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Woolpert, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service

bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by Woolpert. Licensee acknowledges and agrees that the License is restricted to county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database. Licensee agrees that the database created by Woolpert and its architecture are key components of Software that is also being licensed concurrently with this Agreement. The database may be subject to copyright protection by Woolpert. Licensee acknowledges that any alteration of the database – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with Woolpert is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the database, and that Woolpert can no longer warrant the accuracy of the data or the database. Licensee shall not permit any third party or third-party software product to access the database except with the prior written consent of Woolpert.

SERVICES.

4.1 Professional Services. Woolpert shall provide professional services (“Services”) as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, Woolpert personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. Woolpert shall provide maintenance and support services (“Maintenance”) as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 days for standard inquiries and 3 hours for emergency inquiries from the time the call

was placed or 6 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay Woolpert the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

5 FEES AND EXPENSES.

5.1 In consideration for the License and the Services and Maintenance to be provided by Woolpert, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in the Purchase Order or this Agreement. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA CloudSM applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit Woolpert to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by Woolpert to Licensee (the “Proprietary Information”) are confidential and that Woolpert has and will have exclusive Intellectual Property Rights in such Proprietary Information. Notwithstanding the foregoing, Woolpert understands and agrees that Licensee is subject to its state’s Open Records Act. Woolpert further understands that information which Woolpert considers or treats as confidential may be made public or disclosed to members of the public, if such disclosure is required by law.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of Woolpert’s Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of Woolpert. Except as otherwise expressly set forth in any Purchase Order or this Agreement, Woolpert shall own all right, title, and interest in and to all Deliverables that are written or created by Woolpert personnel alone or jointly with Licensee or third parties in connection with this Agreement. “Deliverable” shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to Woolpert. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Except as required or prohibited by law, Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of Woolpert confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Except as required or prohibited by law, demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 Woolpert agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. Woolpert agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to Woolpert's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by Woolpert and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 To the extent that Licensee is authorized by law to do so, Licensee agrees to assist Woolpert in

stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with Woolpert in any litigation that Woolpert determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages. Woolpert further agrees that, to the extent that any disclosure of information is required by law, or the concealing of information is prohibited by law, including information of any type considered under this Agreement to be confidential, Woolpert shall not be entitled to any damages or other legal or equitable relief whatsoever.

7 INDEMNITY.

7.1 Woolpert will indemnify and defend Licensee, at Woolpert's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies Woolpert in writing of any such claim; (ii) gives Woolpert full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with Woolpert in the defense of such claims, including providing adequate assistance and information. Woolpert shall keep Licensee informed of, and consult with Licensee in connection with the progress of such litigation or settlement. Woolpert may not settle any Claim unless it unconditionally releases Licensee of all liability. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Woolpert's prior written consent.

7.2 This indemnity does not apply to, and Woolpert will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Woolpert unless approved in writing by Woolpert; (ii) modifications made by Woolpert at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with

which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in Woolpert's reasonable opinion is likely to arise, Woolpert may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Woolpert, Woolpert may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF WOOLPERT AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 Woolpert warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. WOOLPERT MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. WOOLPERT DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WOOLPERT HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise

stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, Woolpert may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to Woolpert that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay Woolpert all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, 8.3, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. Woolpert acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to Woolpert of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by Woolpert prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to Woolpert, including all non-refundable amounts.

MISCELLANEOUS.

10.1 Except for Customer's obligation to pay Woolpert, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however,

that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Woolpert, and (ii) Woolpert may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 Woolpert and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the state of Customer's address as entered prior to the Recitals of this Agreement, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal,

invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 This Agreement will be a public document and will be subject to disclosure under the Open Records Act. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by Woolpert. Woolpert may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of Woolpert and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Woolpert shall be sent to: Woolpert, Inc. 4454 Idea Center Blvd., Dayton, Ohio 454304.

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.

Crook County Legal Counsel

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



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: July 12, 2021

RE: *Independent Contractor Agreement with RanDee Anshutz*
Our File No.: Health 11(A)

The County has maintained a contract for nutritionist consultation/dietician services to the Health Department for several years. Attached is an Amendment 4 to the Independent Contractor Agreement with RanDee Anshutz and Synergy Health & Wellness to continue the services for another.

This Amendment 4 will extend the duration of the Contract another 12 months to July 31, 2021. Ms. Anshutz's rates have increased from \$42.00 per hour to \$60.00. Otherwise, all contract terms will remain in effect. It has been signed by Ms. Anshutz and the County Health Director recommends approval.

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

AMENDMENT 4
To Independent Contractor Agreement

This Amendment 4 is entered into by **RanDee Anshutz Nutrition and Massage Therapy, LLC, dba Synergy Health and Wellness, LLC**, an Oregon limited liability company (hereinafter “Contractor”), and **Crook County**, a political subdivision of the State of Oregon (hereinafter “County”); collectively, Contractor and County may be referred to as “the Parties.”

RECITALS

WHEREAS, Contractor and County are parties to that certain Independent Contractor Agreement (hereinafter “the Agreement”) effective August 1, 2017, for the provision of certain healthcare services as more fully described in the Agreement; and

WHEREAS, the Parties executed Amendment 1 to continue the Agreement an additional year to July 31, 2019; and

WHEREAS, the Parties executed Amendment 2 to continue the Agreement an additional year to July 31, 2020; and

WHEREAS, the Parties executed Amendment 3 to continue the Agreement an additional year to July 31, 2021; and

WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment 4.

AGREEMENT

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

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

Section Two: The duration of the Agreement is extended to July 31, 2022, unless sooner terminated according to its terms.

Section Three: Upon the Effective Date of this Amendment 4, paragraph I(A) of the Agreement is revised to read as follows, with additions **underlined** and deletions in *[italics]*.

“Consultant agrees to perform the professional services of a registered dietitian at the rate of *[\$42.00]* **\$60.00** for each hour of service.”

Section Four: Except as amended by this Amendment 4, all other terms of the Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 3 effective August 1, 2020.

CONTRACTOR

COUNTY

Synergy Health and Wellness, LLC

Crook County Court

By: 
Signature

Seth Crawford, County Judge

RanDee Anshutz
Print Name

Jerry Brummer, County Commissioner

Date 7/12/2021

Brian Barney, County Commissioner

Date: _____

Crook County Counsel's Office

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

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



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: July 12, 2021

RE: Landfill Entrance Extension for Andersen Construction
Our File No.: Landfill 103(A)

Enclosed is Extension to Construction Contract (Extension) with Andersen Construction for their work on the Landfill's facility entrance project. The original completion-by date was May 31, with liquidated damages of \$1,000 per day. This 2nd Extension simply pushes out the completion-by date to July 31, 2021.

There have been some delays on the project outside of Andersen's control and some other issues currently being sorted out. Jeff Merwin requested and recommends this Extension. Please let me know if you have any questions.

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

2nd EXTENSION TO CONSTRUCTION CONTRACT

This Extension to Construction Contract (“Extension”) is entered into this _____ day of June, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Andersen Construction Company of Oregon, LLC, (hereinafter “Contractor”).

RECITALS

WHEREAS, on October 15, 2020, County and Contractor entered into a Construction Contract (the “Contract”) for the construction services to improve the entrance facilities at the Crook County Landfill; and

WHEREAS, the Contract requires full performance by May 31, 2021 with an extension for full performance by June 30, 2021; and

WHEREAS, the length of time required to complete the project is taking longer than expected; and

WHEREAS, County and Contractor desire to extend the term of the Contract to complete full performance in accordance with all plans and specifications by July 31, 2021.

AGREEMENT

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

1. **Performance.** Paragraph number 3 of the Contract is hereby amended to extend the term to complete full performance in accordance with all plans and specifications from June 30, 2021 to July 31, 2021.
2. **Reaffirmation of Construction Contract.** Except as modified by this Extension, all terms and conditions of Contract are reaffirmed and remain unmodified and in full force and effect.
3. **Counterparts.** This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

Crook County Legal Department

267 NE 2nd St. Ste 200 • Prineville, Oregon 97754 • (541) 416-3919 • FAX (541) 447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: July 9, 2021

RE: *Great West Engineering k for Landfill Entrance & Scalehouse Improvements*
Our File No.: Landfill #103

The Landfill and Great West Engineering are requesting a 2nd extension to complete the work required in the January 22, 2020 agreement. The previous extension required the work to be completed by 6/22/2021; however, the project is taking longer than expected. The attached extension would extend the project deadline to 8/1/2021.

Please let me know if you have any questions.

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

EXTENSION #2 TO PROFESSIONAL SERVICES CONTRACT

This Extension to Professional Services Contract (“Extension”) is entered into this 2nd day of June, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Great West Engineering, Inc., (hereinafter “Contractor”).

RECITALS

WHEREAS, on January 22, 2020, County and Contractor entered into a Professional Services Contract (the “Agreement”) for design and construction administration support services to improve the entrance facilities at the Crook County Landfill; and

WHEREAS, the Agreement was extended by Extension to Professional Services Contract to require full performance by June 22, 2021; and

WHEREAS, the length of time required to complete the project is taking longer than expected; and

WHEREAS, County and Contractor desire to extend the term of the Professional Services Contract to complete full performance in accordance with all plans and specifications by August 1, 2021.

AGREEMENT

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

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

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

For Contractor:

Great West Engineering, Inc.

By: William Lloyd
Signature
WILLIAM LLOYD
Print Name

Its: PRESIDENT

Date 6-24-2021

For County:

CROOK COUNTY COURT

Seth Crawford, County Judge
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 7/12/2021

RE: Scalehouse Software RFP; Contract w/ Creative Info Solutions
Our File No.: Landfill 103(B)

The County currently has a contract for goods and services with Creative Information Systems, Inc. for the kiosk software at the landfill. The completion date on the original contract was May 31, 2021; however, due to equipment on backorder, the project has not yet been completed. The landfill has requested that we extend the contract through August and Creative Information Systems, Inc. has agreed to that request.

Please let me know if you have questions.

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

EXTENSION TO GOODS AND SERVICES CONTRACT

This Extension to Goods and Services Contract (“Extension”) is entered into this 1st day of June, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Creative Information Systems, Inc., (hereinafter “Contractor”).

RECITALS

WHEREAS, on December 2, 2020, County and Contractor entered into a Goods and Services Contract (the “Contract”) for the Crook County Landfill Scaling Software and Accessories Project; and

WHEREAS, the Contract requires full performance by May 31, 2021; and

WHEREAS, the length of time required to complete the project is taking longer than expected; and

WHEREAS, County and Contractor desire to extend the term of the Contract to complete full performance in accordance with all plans and specifications by August 31, 2021.

AGREEMENT

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

1. **Performance.** Paragraph number 2 of the Contract is hereby amended to extend the term to complete full performance in accordance with all plans and specifications from May 31, 2021 to August 31, 2021.
2. **Reaffirmation of Goods and Services Contract.** Except as modified by this Extension, all terms and conditions of Contract are reaffirmed and remain unmodified and in full force and effect.
3. **Counterparts.** This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

Crook County Legal Department

267 NE 2nd St. Ste 200 • Prineville, Oregon 97754 • (541) 416-3919 • FAX (541) 447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, Assistant County Counsel

DATE: July 13, 2021

RE: IGA No. 171409, Tort Claim Coverage for Psychiatric Security Review Board (PSRB) Claims

Amendment # 4 to BestCare Treatment Services subcontract

Our File No.: MH 32(A); MH 39

The Psychiatric Security Review Board is a state agency responsible for oversight of those individuals who are charged with crimes but who are found not guilty by reason of insanity. The “insanity defense” generally means that the charged individuals are committed to a secure psychiatric facility until they are no longer a danger to society or themselves. The County may be responsible for providing certain healthcare services through its Community Mental Health Program to such individuals.¹ To assist with the expenses of tort liabilities which may follow such services, the State offers the attached IGA for insurance coverage.

The extension of coverage is expressly limited by rules and policies which DAS may adopt for the administration of the State’s insurance and risks.

If the County approves the IGA, and if it subcontracts any portion of the related services, the County will need to execute an amendment to the subcontract to include this coverage. There is a pre-generated form that Crook County may use to assist in this endeavor, which we have adapted into Amendment # 4 to the County’s contract with BestCare Treatment Services.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 21, 2021 County Court agenda, as a Consent Agenda item.

¹ This is true even though, as in Crook County’s case, the dedicated program element (MH 30) for such services is not included in the biennial CMHP funding agreement.

Amendment No. 4 to County Contract ~~XX~~ Services Agreement

between Crook County and BestCare Treatment Services, Inc. a nonprofit corporation

This is an amendment to the **Crook County** Contract No. 171409 (Attached hereto as Exhibit 1 and referred to herein as the “Contract”), to provide services for persons under the jurisdiction of the Psychiatric Security Review Board. The Contract is between **Crook County**, hereinafter referred to as “County” and BestCare Treatment Services, hereinafter referred to as “Provider.” The purpose of this amendment is to add the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” as a third party to the Contract.

This amendment shall become effective on July 1, 2021, regardless of the date this amendment has been signed by all authorized parties. This amendment shall expire on June 30, 2023, unless the Contract between the Provider and the County is terminated earlier.

1. Statutory Authority.

- a. Pursuant to ORS 278.315, OHA may provide tort liability coverage through the Oregon Department of Administrative Services to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training of persons under the jurisdiction of the Psychiatric Security Review Board, hereinafter referred to as “PSRB,” or OHA under ORS 161.315 to 161.351. The coverage provided shall be self-insurance by the State of Oregon to the limits contained in ORS 30.260 to 30.300.
- b. Pursuant to ORS 278.405, the Oregon Department of Administrative Services has the authority to direct and manage all risk management and insurance programs of state government except for employee benefit insurance programs as otherwise provided in ORS Chapter 243.
- c. Pursuant to ORS 278.320, ORS 30.260 to 30.300 does not apply to claims against private community care providers (CMHPs) by reason of the provision of tort liability coverage to those providers pursuant to ORS 278.315. Private community care providers that are provided tort liability coverage under ORS 278.315 remain liable for any damages, including the cost of defense, in excess of the coverage provided under ORS 278.315.

- 2. Department Obligation.** As third party to the Contract, OHA’s obligations under this Contract shall be limited solely to the provision of tort liability coverage to Provider as specified in Attachment B “Tort Liability Coverage Clause.”

3. County and Provider Obligation; Compliance

- a. Provider shall assist the County in County’s requirement to submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services. Provider shall provide services to OHA and County that comply with the service delivery for PSRB clients coded MHS 30 – Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (Attachment A), included in the 2021 – 2023 Financial Assistance Agreement (FAA). Payment for services shall be made through County according to the terms of the Contract between County and Provider or subsequent amendments to the Contract. County is required to monitor and assure that the Provider is in compliance with the service delivery as specified in Exhibit E, “General Terms and Conditions,” Section 6., “Provider Monitoring,” of the 2021 – 2023 FAA. If County fails to comply and assure service

delivery, OHA may unilaterally terminate its involvement and all obligations under County Contract including the tort liability coverage specified in Attachment B of this amendment.

- b. Upon notification by County to OHA that its Provider is deficient in service delivery, OHA may unilaterally terminate its involvement and all obligations under County Contract including the tort liability coverage specified in Attachment B of this amendment.
- c. All private community care providers must maintain the private community care provider's own insurance in the amount required by Exhibit J, Provider Insurance Requirements, from the County's Financial Assistance Agreement (FAA). Provider must maintain the certificate of insurance and provide it to DAS Risk upon request. The County or private community care provider must immediately notify DAS Risk Management if a claim is reported to them. They must provide a copy of the notice or lawsuit immediately upon receiving. The above information should be sent to:

Department of Administrative Services
 Attn: Risk Management / EGS
 P.O. Box 12009
 Salem, OR 97309-0009

Email: Risk.Management@Oregon.gov
 FAX: 503-373-7337
 If questions: 503-373-7475

4. Merger Clause

This amendment, its attachments, and its exhibits constitute the entire Contract amendment between the three parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent modification, or change of terms of this amendment shall bind either party unless in writing and signed by all signatories to this amendment. Such waiver, consent modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this amendment. Each party, by the signature below of its authorized representative, hereby acknowledges that he or she has read this amendment, understands it, and agrees to be bound by its terms and conditions.

5. Provider Data:

Name of Provider:

BestCare Treatment Services, Inc.

Mailing Address: PO Box 1710
Redmond, OR 97756

E-mail Address: rick@bestcaretreatment.org

6. Signatures:

Provider

By:

Authorized Signature	Title	Date

Crook County

By:

Authorized Signature	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Title	Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature	Title	Date

Approved for Legal Sufficiency:

By:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on June 25, 2021; email in contract file.

Approved by the Department of Administrative Services:

By:

Approved by Shelly Hoffman, Risk Manager, Department of Administrative Services, on March 18, 2019; letter in contract file

Approval of the Independent Contractor's Tort Liability Coverage Clause (Attachment B):

By delegation, via email letter from Shelly Hoffman, Risk Manager, dated March 18, 2019; on file at Department of Human Services, Office of Contracts & Procurement, Risk Management Division, Oregon Department of Administrative Services

Form Approved as to Legal Sufficiency:

Via e-mail by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, dated June 25, 2021, on file at Department of Human Services, Office of Contracts & Procurement.

Assistant Attorney General, Oregon Department of Justice

EXHIBIT 1

**[Insert copy of the Contract, including all amendments, between County and its Provider
Delivering the PSRB Services (MHS 30) on behalf of County]**

ATTACHMENT A

MHS 30 SERVICE DESCRIPTION FOR MONITORING, SECURITY AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD

Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

1. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

a. Monitoring Services include:

- (1) Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (2) Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (3) Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (4) Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (5) Administrative activities related to the Monitoring Services described above, including but not limited to:
 - (a) Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - (b) Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - (c) Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
 - (d) Implementing board-approved modifications of Conditional Release Orders;
 - (e) Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;

- (f) Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
- (g) An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

b. Security and Supervision Services includes:

- (1) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Matrix	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- (2) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:
- (a) Additional staffing;
 - (b) Transportation;
 - (c) Interpreter services;
 - (d) Medical services and medications;
 - (e) Rental assistance, room and board, and person and incidental funds;
 - (f) Payee
 - (g) Guardianship initial and ongoing costs;
 - (h) Identification of Individuals receiving supported housing and intensive case management services as identified in Monitoring above; and
 - (i) Non-Medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

2. Performance Requirements

- a. Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.

- b. Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through OAR 309-008-1600, as such rules may be revised from time to time.

3. Reporting Requirements

All Individuals receiving MHS30 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:

<http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the County are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

4. Special Reporting Requirements

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- a. Conditional Release Plan or Conditional Release Order;
- b. Monthly progress notes;
- c. Incident reports;
- d. Evaluations and assessments;
- e. Notifications of Revocation and Order of Revocation;
- f. Treatment Plans;

- g. Notification of Change of Residence; or
- h. Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

5. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for MHS 30 Services in two different ways, through Part A and Part C awards. The award type is identified in Exhibit C, "Financial Assistance Award," in MHS 30 lines in which column "Part ABC" will contain an "A" for Part A or "C" for Part C award.

- a. Financial assistance provided to County or Service Providers are subject to the following:
 - (1) OHA shall not authorize in aggregate, under this "Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures" section, financial assistance requested for MHS 30 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, "Financial Assistance Award" before reducing financial assistance to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual's care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided;
 - (2) OHA is not obligated to provide payment for any MHS 30 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide financial assistance for MHS 30 Services, or termination of County's obligation to include the Program Area in which MHS 30 Services fall within its Services.
- b. The Part A awards will be calculated, disbursed, and settled as follows:
 - (1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 30 Services identified in a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 30 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 30 Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC" shall not exceed the total funds awarded for MHS 30 Services as specified in that line in the Financial Assistance Award and are subject to the limitations described herein.
 - (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC" to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments, as necessary, to reflect changes in the funds shown for MHS 30 Services provided under that line of the Financial Assistance Award;
 - (c) OHA may, after 30 calendar days (unless parties mutually agreed otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reporting requirements in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above;
 - (d) OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 30 Services, or termination of County’s obligation to include the Program Area in which MHS 30 Services fall in its County; and
 - (e) OHA will reduce the financial assistance made for MHS 30 Services delivered under a particular line of Exhibit C, “Financial Assistance Award”, containing an “A” in column “Part ABC,” by the amount received by County as payment for the cost of the Services delivered to an Individual from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual’s care and Services provided. County is obligate to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments not later than 30 calendar days following receipt of payments by County or Service Provider.
- (3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 30 Services under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or as required in an applicable Specialized Services Requirement, and subject to the terms and limitations in this MHS 30 Service Description.

c. The Part C awards will be disbursed as follows:

- (1) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per OHA’s receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance

Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line “Invoice, contract #(your contract number), contractor name.” Financial assistance provided by OHA is subject to the limitations described in this MHS 30 Service Description.

- (2) OHA will follow the current Medicaid Fee Schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid Fee Schedule for Services.
- (3) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C awards for PSRB or JPSRB non-medically approved Services are only for the time period shown and do not carry forward into following years’ funding.

ATTACHMENT B**TORT LIABILITY COVERAGE CLAUSE**

Indemnity by State. From funds available in that portion of the Insurance Fund dedicated for state insurance programs, the State of Oregon, acting by and through its Department of Administrative Services (DAS), and subject to ORS 278.120(1) and rules and policies adapted by DAS in administration of the state's insurance and risk management activities, shall defend and indemnify County or private community care provider and its employees, but only up to the limits for tort claims specified in ORS 30.271 and 30.273 (including the costs of defense; defense cost is inside the limit, not in addition to the limit), for damages and costs of claims for torts committed or alleged to have been committed by County, private community care provider or its employees in the course of County's or private community care provider's delivery of professional services under this Agreement. Subject to ORS 278.120(1) and rules and policies adapted by DAS in administration of the state's insurance and risk management activities, and the monetary limits stated above, County or private community care provider and its employees are entitled to the same defense and indemnification that qualifying agents of OHA would receive under 30.260 to 30.300. However, none of the terms of this Agreement are intended to – and none do – make County, private community care provider or its employees the agents or employees of OHA, DAS, or the State of Oregon generally. County or private community care provider remains liable for any damages, including the cost of defense, in excess of this Indemnity.

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.

**INTERGOVERNMENTAL AGREEMENT # 171409
TORT LIABILITY COVERAGE AS A PROVIDER FOR
PSYCHIATRIC SECURITY REVIEW BOARD**

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority hereinafter referred to as “OHA,” and **Crook County** hereinafter referred to as “County.”

1. **Term.** This Agreement shall become effective on July 1, 2021, regardless of the date it was actually signed by every party. Unless otherwise terminated or extended, this Agreement expires on June 30, 2023 or when the 2021 – 2023 Financial Assistance Agreement (FAA) between OHA and County is terminated, whichever occurs earlier.
2. **Statutory Authority.**
 - a. Pursuant to ORS 278.315, OHA may provide tort liability coverage through the Oregon Department of Administrative Services to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training of persons under the jurisdiction of the Psychiatric Security Review Board, hereinafter referred to as “PSRB,” or OHA under ORS 161.315 to 161.351. The coverage provided shall be self-insurance by the State of Oregon to the limits contained in ORS 30.260 to 30.300.
 - b. Pursuant to ORS 278.405, the Oregon Department of Administrative Services has the authority to direct and manage all risk management and insurance programs of state government except for employee benefit insurance programs as otherwise provided in ORS Chapter 243.
 - c. Pursuant to ORS 278.320, ORS 30.260 to 30.300 does not apply to claims against private community care providers (CMHPs) by reason of the provision of tort liability coverage to those providers pursuant to ORS 278.315. Private community care providers that are provided tort liability coverage under ORS 278.315 remain liable for any damages, including the cost of defense, in excess of the coverage provided under ORS 278.315.

County’s tort liability coverage under ORS 278.315 is to the limits contained in ORS 30.260 to 30.300 and per Section 3. Indemnity by State. County remains liable for any damages, including the cost of defense, in excess of this limit.

3. Indemnity by State.

From funds available in that portion of the Insurance Fund dedicated for state insurance programs, the State of Oregon, acting by and through its Department of Administrative Services (DAS), and subject to ORS 278.120(1) and rules and policies adapted by DAS in administration of the state's insurance and risk management activities, shall defend and indemnify County or private community care provider (CMHP) and its employees, but only up to the limits for tort claims specified in ORS 30.271 and 30.273 (including the costs of defense; defense cost is inside the limit, not in addition to the limit), for damages and costs of claims for torts committed or alleged to have been committed by County, private community care provider (CMHP) or its employees in the course of County's or private community care provider's (CMHP's) delivery of professional services under this Agreement. Subject to ORS 278.120(1), the monetary limits stated above, and rules and policies adopted by DAS in administration of the state's insurance and risk management activities, County or private community care provider (CMHP) and its employees are entitled to the same defense and indemnification that qualifying agents of OHA would receive under 30.260 to 30.300. However, none of the terms of this Agreement are intended to – and none do – make County, private community care provider (CMHP) or its employees the agents or employees of OHA, DAS, or the State of Oregon generally. County or private community care provider remains liable for any damages, including the cost of defense, in excess of this Indemnity.

All private community care providers must maintain the private community care provider's own insurance in the amount required by Exhibit J, Provider Insurance Requirements, from the County's Financial Assistance Agreement (FAA). Provider must maintain the certificate of insurance and provide it to DAS Risk upon request. The County or private community care provider must immediately notify DAS Risk Management if a claim is reported to them. They must provide a copy of the notice or lawsuit immediately upon receiving. The above information should be sent to:

Department of Administrative Services
Attn: Risk Management / EGS
P.O. Box 12009
Salem, OR 97309-0009

Email: Risk.Management@Oregon.gov
FAX: 503-373-7337
If questions: 503-373-7475

4. Statement of Work and Consideration.

- a. The County shall continue to provide PSRB Mental Health Services (MHS 30-Service Description "Monitoring, Security and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board," hereinafter referred to as "MHS 30"), attached hereto as Attachment A, as specified in the 2021 – 2023 FAA.
- b. The County shall submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services.

c. OHA obligates itself to provide liability coverage, up to the limits contained in ORS 30.260 to 30.300, to the County while delivering PSRB services to the extent that any tort claim arises out of the County's provision of supervision, care, treatment or training of persons pursuant to the terms of the 2021 – 2023 FAA.

5. **Funds Available.** OHA has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OHA's biennial appropriation or limitation. The County understands and agrees that OHA's payment of amounts under this Agreement are attributable to work performed after the last day of the current biennium and are contingent on OHA receiving, from the Oregon Legislative Assembly, appropriations, limitation, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, OHA may terminate this Agreement without penalty or liability to OHA, effective upon the delivery of written notice to the County, with no further liability to the County, except that termination shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

6. **Termination**

a. This Agreement may be terminated by written mutual consent of both parties or by either party upon 30 calendar days written notice to the other party.

b. OHA may terminate this Agreement effective upon delivery of written notice to the County or at such later date as may be established by OHA under any of the following conditions:

(1) The County is deficient in providing PSRB Services as outlined in the MHS 30 Service Description within the time specified herein or any extension thereof.

(2) OHA's 2021 – 2023 FAA with County is terminated.

c. Termination under this Section shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

7. **Records Maintenance and Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of County, whether in paper, electronic, or other form that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of County whether in paper, electronic, or other form that are pertinent to this Agreement are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and expiration or termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 8. Compliance with Applicable Law.** The County shall comply with all federal, state, and local laws and ordinances applicable to the services being provided under this Agreement. The County, its officers, and employees are not agents of OHA for the purposes of ORS 30.260 to 30.300. Without limiting the generality of the foregoing, County expressly agrees to comply with:
- a. Title VI of the Civil Rights Act of 1964;
 - b. Section V of the Rehabilitation Act of 1973;
 - c. The Americans with Disabilities Act of 1990;
 - d. ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and
 - e. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- 9. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 10. Merger Clause.** This Agreement and the attachments constitute the entire Agreement between the parties. No waiver, consent modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all signatories to this Agreement. Such waiver, consent modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The County, by the signature below of its authorized representative, hereby acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

11. Signatures:

Crook County

By:

Authorized Signature	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Title	Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature	Title	Date

Approved for Legal Sufficiency:

By:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on June 25, 2021; email in contract file.

Approved by the Department of Administrative Services:

By:

Approved by Shelly Hoffman, Risk Manager, Department of Administrative Services, on March 18, 2019; letter in contract file.

ATTACHMENT A

Service Name: **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

1. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

a. Monitoring Services include:

- (1) Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (2) Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (3) Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (4) Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (5) Administrative activities related to the Monitoring Services described above, including but not limited to:
 - (a) Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - (b) Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - (c) Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
 - (d) Implementing board-approved modifications of Conditional Release Orders;
 - (e) Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;
 - (f) Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and

- (g) An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

b. Security and Supervision Services includes:

- (1) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Matrix	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- (2) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:

- (a) Additional staffing;
- (b) Transportation;
- (c) Interpreter services;
- (d) Medical services and medications;
- (e) Rental assistance, room and board, and person and incidental funds;
- (f) Payee
- (g) Guardianship initial and ongoing costs;
- (h) Identification of Individuals receiving supported housing and intensive case management services as identified in Monitoring above; and
- (i) Non-Medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

2. Performance Requirements

- a. Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- b. Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through OAR 309-008-1600, as such rules may be revised from time to time.

3. **Reporting Requirements**

All Individuals receiving MHS30 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:

<http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the County are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

4. **Special Reporting Requirements**

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- a. Conditional Release Plan or Conditional Release Order;
- b. Monthly progress notes;
- c. Incident reports;
- d. Evaluations and assessments;
- e. Notifications of Revocation and Order of Revocation;
- f. Treatment Plans;
- g. Notification of Change of Residence; or

- h. Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

5. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

OHA provides financial assistance for MHS 30 Services in two different ways, through Part A and Part C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” in MHS 30 lines in which column “Part ABC” will contain an “A” for Part A or “C” for Part C award.

- a. Financial assistance provided to County or Service Providers are subject to the following:

- (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section, financial assistance requested for MHS 30 Services in excess of the contractual Not-to-Exceed amount. Total aggregate funding means the total of all funding authorized in Exhibit C, “Financial Assistance Award” before reducing financial assistance to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual’s care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Service for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual’s care and Services provided;
- (2) OHA is not obligated to provide payment for any MHS 30 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 30 Services, or termination of County’s obligation to include the Program Area in which MHS 30 Services fall within its Services.

- b. The Part A awards will be calculated, disbursed, and settled as follows:

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for MHS 30 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” from funds identified in that line in an amount equal to the rate set forth in the special condition identified in that line of the Financial Assistance Award, multiplied by the number of units of MHS 30 Services delivered under that line of the Financial Assistance Award during the period specified in that line. The total of OHA financial assistance for all MHS 30 Services delivered under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column “Part ABC” shall not exceed the total funds awarded for MHS 30 Services as specified in that line in the Financial Assistance Award and are subject to the limitations described herein.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments, as necessary, to reflect changes in the funds shown for MHS 30 Services provided under that line of the Financial Assistance Award;
 - (c) OHA may, after 30 calendar days (unless parties mutually agreed otherwise) written notice to County, reduce the monthly allotments based on under-used allotments identified through MOTS and other reporting requirements in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above;
 - (d) OHA is not obligated to provide financial assistance for any MHS 30 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide financial assistance for MHS 30 Services, or termination of County’s obligation to include the Program Area in which MHS 30 Services fall in its County; and
 - (e) OHA will reduce the financial assistance made for MHS 30 Services delivered under a particular line of Exhibit C, “Financial Assistance Award”, containing an “A” in column “Part ABC,” by the amount received by County as payment for the cost of the Services delivered to an Individual from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual’s care and Services provided. County is obligate to report to OHA, by email at amhcontract.administrator@state.or.us, any TPR payments not later than 30 calendar days following receipt of payments by County or Service Provider.
- (3) Agreement Settlement: Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds for MHS 30 Services under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or as required in an applicable Specialized Services Requirement, and subject to the terms and limitations in this MHS 30 Service Description.

- c. The Part C awards will be disbursed as follows:
- (1) Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C awards for MHS 30 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per OHA’s receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotments during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month and must be submitted to amhcontract.administrator@state.or.us with the subject line “Invoice, contract #(your contract number), contractor name.” Financial assistance provided by OHA is subject to the limitations described in this MHS 30 Service Description.
 - (2) OHA will follow the current Medicaid Fee Schedule in making disbursements. At no time will OHA provide financial assistance above the Medicaid Fee Schedule for Services.
 - (3) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice itemized by Individual. Part C awards for PSRB or JPSRB non-medically approved Services are only for the time period shown and do not carry forward into following years’ funding.

Crook County Legal Department

267 NE 2nd St. Ste 200 • Prineville, Oregon 97754 • (541) 416-3919 • FAX (541) 447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Assistant County Counsel

DATE: July 14, 2021

RE: COIC IGA Regarding ODOT STF grant agreement # 34944
Our File No.: Ct. Contracts # 226(F)

Last month the County executed 2021-23 STF ODOT grant agreement #34944, which would allocate \$135,400 to the County for financial support for special transportation services benefitting seniors and individuals with disabilities. This IGA with COIC subcontracts the work envisioned in grant agreement #34944 to COIC.

The IGA is substantially similar to our previous IGAs with COIC under this ODOT grant. As before, in addition to the grant funds, the County agrees to contribute \$10,000 per year to COIC for public transportation.

Please let me know if you have any questions.

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

INTERGOVERNMENTAL AGREEMENT
FOR PUBLIC TRANSIT
IN CROOK COUNTY

This Agreement is made and entered into between Central Oregon Intergovernmental Council, 334 NE Hawthorne Avenue, Bend, Oregon 97701, an ORS Chapter 190 entity (hereinafter referred to as "COIC"), and Crook County, a political subdivision of the State of Oregon, 300 NE Third Street, Prineville, Oregon 97754, (hereinafter referred to as "County"). This Agreement is for the provision of public transportation services in Crook County.

RECITALS

WHEREAS, COIC operates Cascade East Transit (CET), a regional public transit service provider throughout the Central Oregon region; and

WHEREAS, on or about February 4, 2021, COIC applied for Oregon Department of Transportation (ODOT) grant funds in County's name, which grant funds were later awarded to County under ODOT funding intergovernmental agreement #34944; and

WHEREAS, IGA #34994 permits the County to subcontract its obligations subject to the requirements of Section 9 of IGA #34994; and

WHEREAS, County wishes to subcontract, and COIC wishes to be subcontracted, to perform the obligations of IGA #34994 as described herein; and

WHEREAS, County wishes to continue its \$10,000 per year annual contribution towards public transportation from the County General Fund.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Agreement, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. Effective Date. This Agreement is effective as of: July 1, 2021, or when funds are disbursed to COIC, whichever occurs first. This Agreement shall remain in effect until June 30, 2023 (the Expiration Date) unless sooner terminated in accordance with paragraph 11 of this Agreement.
3. General Description of Work. This Agreement provides financial support for special transportation services benefitting seniors. COIC agrees to undertake whatever action is necessary to provide the special transportation services for elderly and disabled persons and to purchase all necessary equipment required for such services as is described in Exhibit "A" and, by this reference, incorporated herein.

4. Payment.

A. Payment Terms County shall pay COIC the sum of \$151,400, and which amounts shall be payable as follows:

- i) County will disburse one-eighth of the \$131,400 from the Special Transportation Fund (STF) and Special Tax Obligation Bonds (STO) formula allocations (hereinafter referred to as STF funds) on a quarterly basis beginning October 2021, on a reimbursement basis for the preceding quarter. Disbursements will be made on October 2021, January 2022, April 2022, June 2022, October 2022, January 2023, April 2023 and June 2023. If STF revenues are insufficient to provide for the entire grant amount, a decrease based upon the percentage of the shortage will be made in the total disbursement.
- ii) County will disburse one-eighth of the \$20,000 County General Fund allocated to this projection a quarterly basis beginning October 2021, on a reimbursement basis for the preceding quarter. Disbursements will be made on October 2021, on a reimbursement basis for the preceding quarter. Disbursements will be made on October 2021, January 2022, April 2022, June 2022, October 2022, January 2023, April 2023 and June 2023. If County General Fund revenues are insufficient to provide for the entire amount, a decrease based upon the percentage of the shortage will be made in the total disbursement.
- iii) Beginning on October 20, 2021 and continuing on the 20th day of the month following each quarter, COIC shall submit a quarterly report for payment which particularly describes all funds encumbered in the delivery of those services described in Exhibit "A" during the calendar months immediately preceding the Contractor's submission of each quarterly report. The report shall also describe service levels and ridership data for that period.
- iv) Any funds provided pursuant to this Agreement may not be used to reimburse COIC for transportation services provided to the general public. Contractor will also not be paid for unauthorized services, claimed services, which have inadequate proof of actual delivery, or services which are provided to non-handicapped persons under the age of 60 years.
- v) The County reserves the right to withhold payment of funds if any documentation or reporting has not been previously complied with by COIC or if services fall below the minimum standards set forth in Section 3 of this Agreement.

B. Limitation of Funds The total funds available under this Agreement shall not exceed the sum of \$151,400. COIC assumes all responsibility for monitoring the services rendered pursuant to this Agreement so as to ensure that the STF portion of the value of COIC's services shall not exceed the total dollars available for distribution as is stated in the preceding sentence. This Agreement will terminate automatically upon the non-availability of funds from STF. The County assumes no obligation to provide the full amount budgeted in this Agreement if STF program revenues are less than previously anticipated.

C. Prohibited Expenditures Except as is expressly provided in this Agreement, the County is not responsible for providing operating capital required to commence or continue the transportation services agreed to be performed by COIC. COIC is entitled to reimbursements for the STF-funded portion of program costs. Both directly and indirectly incurred in connection with providing the services described in detail by the

attached Exhibit "A."

5. Exhibits. The following exhibits are made a part of this Agreement:

- Exhibit A, Scope of Work;
- Exhibit B, Oregon Department of Transportation Insurance Requirements.

6. Execution of Work. COIC shall at all times carry on the work diligently, without delay, and punctually fulfill all requirements herein. The expiration of the Agreement will not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been cured. This Agreement outlines the entire relationship between COIC and County for purposes stated herein. Any other agreements, representations or understandings, verbal or otherwise, dealing in any manner with the subject matter of this Agreement are deemed to be null and void.

7. Records, Access to Records, and Facilities. COIC shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. COIC shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), the County, and their duly authorized representatives shall have access to the books, documents, papers and records of COIC that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA, the County, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. COIC shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by COIC as part of the Project, and any transportation services rendered by COIC.

8. Retention of Records. COIC shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, COIC shall retain the records until the questions are resolved.

9. Expenditure Records. COIC shall document the expenditure of all funds disbursed by State under this Agreement. COIC shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State or the County to verify how the funds were expended.

10. Audit Requirements.

- A. COIC shall, at COIC's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by COIC or a party to any subagreement with COIC, as well as the annual audit of any subrecipients(s), contractor(s), or subcontractor(s) of COIC responsible for the financial management of funds received under this Agreement.
- B. COIC shall save, protect and hold harmless State and County from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under

this Agreement. COIC acknowledges and agrees that any audit costs incurred by COIC as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between COIC and State or County.

11. Termination. This Agreement may be terminated:
 - A. by written consent of both parties;
 - B. by either COIC or the County for any reason or for no reason with sixty (60) days prior written notice; or
 - C. by County, immediately upon receipt by COIC of County's written notice, if the State of Oregon terminates IGA #34994.

If this Agreement is terminated prior to the end of the Expiration Date, COIC shall be reimbursed for the project tasks completed through termination date as outlined in Exhibit A.

12. Procurements. COIC shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules.

13. No Solicitation. COIC's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

14. Dispute Resolution/Attorney Fees. All claims, counterclaims, disputes and other matters in question between County and COIC arising out of, or relating to, this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism, or in a court of competent jurisdiction within the State of Oregon and Crook County. In the event of any dispute arising from this Agreement, each party shall be required to pay its own separately incurred attorney's fees, expenses, and court costs, including arbitration, trial and appeal.

15. Indemnity and Insurance. Each party agrees to indemnify, defend, and hold harmless the other party from all claims, lawsuits and actions of whatever nature brought against that party which arise from the indemnifying party's performance or omissions under this Agreement. Neither party shall be required to indemnify the other party for any such liability arising out of negligent acts or omissions of the negligent party, its employees, agents, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort claims Act, ORS 30.260 to 30.300.

16. Successors and Assignments. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After the original Agreement is executed, COIC shall not enter into any new sub-agreements for any work scheduled under this Agreement or assign or transfer any of its interest in this Agreement without the prior written consent of the County.

17. Compliance with Applicable Laws.

- A. COIC agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement. This Agreement shall be governed by and construed in

accordance with the laws of the State of Oregon. COIC hereby consents to the personal jurisdiction of all courts within the State of Oregon.

- B. COIC shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

18. **Tax Compliance.** By signature on this Agreement, COIC hereby certifies that it is not, to the best of its knowledge, in violation of any Oregon Tax Laws. For the purpose of this certification, "Oregon Tax Laws" are ORS chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

19. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any laws, 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 terms or provision held to be invalid.

20. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. **Waiver.** The failure of the either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

22. **Other Provisions.** COIC shall protect and indemnify County against any payroll taxes or contributions imposed with respect to any employees of COIC by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. COIC shall at COIC's own cost and expense insure each person employed by COIC the compensation provided for by law with respect to worker's compensation and employer's liability insurance.

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

24. All other provisions of IGA #34994 which apply to subcontractors or subrecipients is hereby incorporated into and made a part of this Agreement.

25. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both parties and approved as required by applicable law.

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

27. **Insurance and License.** At all times work is performed under this Agreement, COIC must be licensed and must maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate,

containing the complete statement “Crook County is named as an additional insured,” it being the intent of the parties that the COIC’s insurance will provide contractual liability and additional insured coverage for County consistent to cover COIC’s indemnity obligations under the “INDEMNIFICATION” paragraph of this Agreement.

COIC will also maintain the following coverages: Automobile Liability Insurance with a combined single limit of not less than \$1,200,000 for each occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage including coverage for owned, hired, or non-owned vehicles, as applicable;

COIC shall meet the insurance requirements described in Exhibit B herein.

28. Notice. 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 in the preamble of this Agreement. Either party may alter this address by providing written notice to the other party without the need to amend this Agreement.

29. Conditions Concerning Payment, Contributions, Liens, Withholding. Pursuant to ORS 279B.220, COIC shall:

- A. Make payment promptly, as due, to all persons supplying to the COIC labor or material for the performance of the work provided for in the Agreement;
- B. Pay all contributions or amounts due the Industrial Accident Fund from the COIC or subcontractor incurred in the performance of the Agreement;
- C. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and
- D. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

30. Conditions Concerning Payment for Medical Care and Providing Workers’ Compensation. Pursuant to ORS 279B.230, COIC shall:

- A. Promptly, as due, make payment to 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 COIC, of all sums that COIC agrees to pay for the services and all monies and sums that COIC collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services; and
- B. Comply with ORS 656.017 or if not exempt under ORS 656.126.

31. Hours. Pursuant to ORS 279B.235, with certain exceptions listed below, COIC shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases person shall be paid at least time and a half for:

- A. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
- B. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
- C. All work performed on the day specified in ORS 279B.020(1).

- D. COIC shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts), including contracts involving collective bargaining agreements and contracts for services; and
- E. COIC must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

For COIC

Tammy

Digitally signed by Tammy
Baney
Date: 2021.07.12
11:42:00 -0700

By: Baney

Signature

Tammy Baney

Printed Name

Title: Executive Director

Date: _____

For Crook County

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

Exhibit A
Scope of Work/ Description of Services

COIC, operator of the regional public transportation provider, Cascades East Transit (CET), provides regional Community Connector bus service and demand-response (Dial-A-Ride) service within the urban growth boundary of Prineville. CET's transportation services provide older adults, those who experience disabilities, and economically disadvantaged populations with access to essential medical services and clinics, employment opportunities, social services, basic goods shopping, education, and visits to family and friends.

CET's Route 26 (Prineville - Redmond) regional Community Connector provides six roundtrips on weekdays with connections to Madras, Bend, La Pine, and Sisters at the Redmond Transit Hub. The first Route 26 run arrives in Prineville at 6:32am and the last run departs Prineville at 6:30pm. In addition to stops in Prineville and Redmond, Route 26 also serves the Powell Butte community at the Powell Butte Church bus stop. All buses are wheelchair-equipped and all established bus stops are ADA-compliant.

Prineville Dial-A-Ride service operates from 7:00am to 5:30pm on weekdays and is open to the general public. Dial-A-Ride provides first-and-last-mile connectivity to CET's regional bus service and serves as an important curb-to-curb, accessible option for those who experience mobility challenges.

Fares are determined according to CET's Service and Fare Policy. Currently, CET's fare structure is as follows: Local demand-response fares are \$1.25 per trip leg for older adults and those who experience disabilities; \$1.50 to all other riders. For those using the Route 26 (Prineville - Redmond) regional Community Connector, fares are \$3.00 per roundtrip for older adults and those who experience disabilities, \$3.75 to all other riders.

Exhibit B

Oregon Department of Transportation Insurance Requirements

GENERAL

COIC shall obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the Project commences, and maintain the insurance in full force throughout the duration of the Project. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize work to begin until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. In no event shall County permit work when County is aware that COIC is not in compliance with the insurance requirements.

TYPES AND AMOUNTS

WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by County:

Bodily Injury, Death and Property Damage: \$1,000,000 per occurrence/\$2,000,000 aggregate (for all claimants for claims arising out of a single accident or occurrence).

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by County:

Bodily Injury, Death and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include County, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Project. Coverage must be primary and non-contributory with any other insurance and self-insurance.

NOTICE OF CANCELLATION OR CHANGE. COIC or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. COIC shall provide the County a certificate(s) of insurance for all required insurance before the COIC performs under the Project. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: July 14, 2021

RE: OHSU Knight Cancer Institute Grant
Our File No.: Health 142(A).

Enclosed is a grant award agreement from OHSU Knight Cancer Institute (the "Grant") in the amount of \$10,000. The term of the Grant runs from Aug. 1, 2021 to July 31, 2022. The program for the Grant involves data collection and analysis through a community cancer needs assessment. The grant requires the County to accept liability for all activities implemented through grant. However, as the County's task is primarily demographic data collection, there should be little to no risk exposure. Please let me know if you have any questions.

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

Approved this 21st day of July 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

06/07/2021

Award Agreement

OHSU Knight Cancer Institute Community Partnership Program

3181 S.W. Sam Jackson Park Road, Mailcode: KR-ADM, Portland, OR 97239

Tel 503 418-8077 | knightcancerCRO@ohsu.edu**Organization Receiving Grant:** Crook County Health Department**Grantee:** Katie Plumb**Project Title:** Assessing Crook County's Cancer Related Health Needs**Grant Number:** 20211021**Project Start Date:** 08/01/2021**Grant Tier:** Tier 1**End Date:** 07/31/2022**Grant Cycle:** 2021-1**Grant Award:** \$10,000**Travel Award:** \$75**Entire agreement**

This agreement signed by both parties, including the grant proposal and budget attached hereto and by this reference incorporated herein, is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

Designation of Grantee

The grant award is given to the designated Grantee who is responsible for carrying out all aspects of the proposed project, unless otherwise specified in the original proposal. OHSU faculty, clinicians, and staff cannot be designated as the grantee nor be responsible for directing or carrying out the overall project. OHSU faculty, clinicians and staff may contribute by having a designated role on a project (i.e., consultant, biostatistics services, etc.) as outlined in the proposal. If it is determined that OHSU faculty, clinicians, or staff are acting as the grantee/ project lead and/or principal investigator, the award is subject to revocation.

Term

The term of this grant award contract will commence on the **project start date**, 08/01/2021, and terminate on the **project end date**, 07/31/2022, unless extended by mutual agreement. In the event the work is completed under this agreement prior to the end of the term, the final project report may be submitted prior to the established term end date to be eligible for another cycle of funding if all obligations have been met.

In the event that this award is to be used to continue a project previously funded by the Community Partnership Program, the Grantee agrees that all previously funded project activities and award obligations have been met prior to the start date of this award and demonstrated as such in the corresponding final project report. Funds awarded under this agreement may not be used toward any project objectives funded in a previous or future cycle.

Terms and use of funds

The funds given pursuant to this grant shall be used solely for the purposes specified in the proposal and budget during the project period cited above. Reallocating funds between budget categories is allowed within reason and applicable to direct project costs only. Maximum allowance for indirect or overhead costs is 10% of the total budget grant award. Grantee must provide written approval of applicable Institutional

Review Board (IRB) for all research to initiate distribution of funds. Funds may not be used for the preparation, distribution, or use of materials to directly support or defeat proposed legislation.

All grantees are required to attend the annual grantee conference. Grantees will receive a standard travel award in addition to their grant, which is provided to cover participant transportation costs to/from required events. Accommodation expenses will be paid separately by OHSU Knight Cancer Institute on an as-needed basis.

Protection of human subjects

The Grantee is responsible for the protection of the rights and welfare of human subjects involved in any and all activities supported by the Knight Cancer Institute. Implementation of activities involving human subjects (e.g. participant recruitment, data collection) are not allowed prior to IRB approval.

This project is in the process of seeking determination of whether or not human subjects research will be conducted and as such may be subject to oversight by an IRB. The project must receive the appropriate level of oversight as determined by an Institutional Review Board prior to implementation. Grantee is liable for all activities implemented through this grant.

If human subjects research is being conducted, the Grantee agrees to comply with any existing or new OHSU and federal policies and guidelines that may affect the research being undertaken by this grant. This includes but is not limited to obtaining prior written approval from the OHSU or other Institutional Review Board before undertaking any form of human subjects research and from the Institutional Animal Care & Use Committee for research studies involving vertebrates. Following completion of this grant, Grantee will have option to maintain or close the study based on future project needs.

If IRB determines a project is not human subjects research, Grantee is responsible for seeking appropriate approvals from an IRB for any significant changes in project scope. We request the Grantee communicates any changes to the Community Partnership Program.

Communications

By accepting this award the Grantee agrees to adhere to the policies and guidelines within the Communications Toolkit, which includes guidelines about acknowledgment of your award from the OHSU Knight Cancer Institute, brand use, and sharing communications materials with the Knight Cancer Institute.

Amendments

This agreement may be supplemented, amended or revised only in writing signed by both parties.

Grantee is to notify Knight Cancer Institute of any significant changes to the grant contract, including change of Grantee or any anticipated changes in grant activities and/or allocation of funds.

Extension without additional funds

Grantee may request to extend the term of the contract if additional time beyond the established expiration date of the grant term is required to assure adequate completion of the original scope of work within the funds originally made available. A single extension, which shall not exceed twelve months, must be submitted at least 30 days prior to the expiration date of the original award. A no cost extension request form will be provided.

Termination

Knight Cancer Institute reserves the right to terminate or cancel a grant contract, in whole or in part, at any time prior to its expiration under the following guidelines:

1. When the Grantee has failed to comply with the terms and conditions of the grant contract or when Knight Cancer Institute has other reasonable cause.

2. When the Grantee and Knight Cancer Institute mutually agree to do so.
3. When the Grantee provides written notice to the Knight Cancer Institute setting forth reasons for such action, the effective date, and in the case of partial termination, the portion to be terminated.
4. When the Grantee has failed to provide the final report by the due date.

Following termination, normal grant contract closeout procedures will be initiated. Grantee must submit end of project report detailing activities completed, or in progress, through the date of termination. Grantee will be required to report grant account balance and return any unused funds to the Knight Cancer Institute if unable to transfer the responsibility to another appropriate entity.

Payment of funds

Projects that are determined not to be conducting human subjects researched will be paid in a single installment upon receipt of the determination memo from an IRB.

Projects that are determined to be conducting human subjects research will receive 10% of total grant funds at the time the determination is received by the OHSU Knight Cancer Institute to support the preparation of the IRB protocol and to initiate project planning. These funds are inclusive of, and not in addition to, the grant award of \$10,000 and the travel award of \$75.

Grantee agrees to manage the project budget to ensure they have required resources for the successful completion of this funded project and attendance at required grantee events. The balance of grant funds will be distributed in a second and final installment after receipt of IRB approval memo by the OHSU Knight Cancer Institute.

If any human subjects activities are conducted outside of protocol preparation and IRB approval process, Grantee acknowledges that grant funds might be rescinded.

Please upload the following into the grantee portal immediately (see appendix):

1. Signed award agreement by a Crook County Health Department authorized signer
2. Confirm or corrected remittance information (see appendix)
3. Current W-9

To receive funds, email the following as available:

4. Memo with human subjects research determination
5. And if applicable, memo of IRB approval or waiver of oversight (IAA) and/or Memorandum of Understanding between two IRBs

To be eligible to apply funding in the future, Grantee will need to be in compliance with the following:

- Submit grant report within 30 days of the grant end date (template will be provided)
- Maintain IRB compliance, should it become applicable
- Follow the policies and procedures outlined in the communications toolkit
- Inform the Community Partnership Program of significant changes to the proposal that was submitted
- Within three (3) years preceding this offer, the organization applying for or receiving funds and all individuals responsible for the management of project funds must not have been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract of subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- Satisfactory participation in grantee related activities, including calls, trainings, and networking opportunities. We will contact you as soon as possible if we determine that participation is unsatisfactory.

Signature Authority (sign name)

Date

Signature Authority (print name)

Title

Kerri Winters-Stone
Knight Cancer Institute Community Partnership Program Co-Director

Date

Appendix – Remittance Information

Please login to the applicant/grantee portal (<https://webportalapp.com/sp/login/ohsu-cpp>) to upload a signed copy of this award agreement, a current W-9

and to confirm the following information.

Check will be made out to: _____
In the online portal, enter the organization name that the check will be made out to.

Check mailing address: _____
In the online portal, enter the mailing address for the check.

Primary contact:

If any of the following information is incorrect, please correct it in the applicant/grantee portal, within the Applicant Profile section. If you would like to change the grant-holder to another person entirely, email us before editing the contact information.

Name: Katie Plumb
Title: Deputy Director
Tel.: 541 447-5165 ext. 226
E-mail: kplumb@h.co.crook.or.us

RECEIVED

APR - 6 2009

EXHIBIT A

COUNTY COUNSEL AGREEMENT FOR PLACEMENT OF ARTWORK

This Agreement is made and entered into by and between Crook County, a political subdivision of the State of Oregon (hereinafter County), the City of Prineville, an Oregon Municipal Corporation (hereinafter City) and Greg Congleton (hereinafter Artist).

RECITALS

WHEREAS, Artist is a professional sculptor interested in creating and gifting a piece of art (hereinafter Artwork) to Crook County and the City of Prineville; and

WHEREAS, County, City and Artist wish to enter into an agreement with respect to the placement of the Artwork in the City/County plaza located adjacent to City Hall;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Artist is an independent contractor for all purposes of this agreement. Artist will be solely responsible for workers' compensation coverage and payment of any federal or state taxes required as a result of this agreement. Artist has no authority to enter into contracts on behalf of County or City. This agreement does not create a partnership between the parties. Artist acknowledges that he is not subject to prevailing wage rate requirements.
2. County and City agree to provide an appropriate setting for the display of Artwork, including lighting and recognition of the Artist and donor. Upon acceptance by County and City, the Artwork shall be a gift to the people of Prineville and Crook County.
3. Artwork shall not be placed in the plaza without final approval of both County and City. Upon final approval and installation of the Artwork, County and City will execute an acceptance transferring ownership to the County. Upon acceptance by County and City, County and City agree to provide for long term maintenance of the Artwork, including cleaning and repairs. Repairs to the display and Artwork will be provided by County and City in consultation with the Artist if the artistic nature of the Artwork is disturbed during repairs.
4. Artist shall repair any deterioration, failure or loss suffered by the artwork caused by weather conditions, materials, fabrication or installation of the artwork prior to acceptance by County and City. In the event Artist fails to complete installation of the artwork, Artist is responsible for removal of materials and restoration of the plaza to its

original state. If Artist fails or refuses to perform repairs or restoration under this section, County and City may perform the repairs or restoration at Artist's expense.

5. Artist shall defend, indemnify and hold harmless Crook County and the City of Prineville, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with the creation, construction and placement of this Artwork.

6. In the event the plaza is no longer a suitable location for the Artwork, County and City will select an alternative location and will be responsible for the costs associated with removal and placement of the Artwork in the new location.

7. County and City shall be licensed to use the artwork for promotional purposes, and may display, sketch, photograph and model the Artwork for any lawful purpose without further permission of Artist. County and City agree to acknowledge the name of Artist in any promotion.

8. Artist warrants that the Artwork will be free of the liens or claims of any person, including the Artist or any person performing work or providing materials to the Artist. Artist warrants that he has full legal right to convey the Artwork to the County and City. Artist further warrants that funding for the Artwork has been secured and County and City will not be responsible for payment to the Artist.

9. Artist agrees to comply with the provisions of this contract, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.

10. 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 be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

11. This agreement may be supplemented, amended or revised only in writing signed by the parties. No party may assign this agreement, in whole or in part, without the prior written consent of the parties.

12. Either party may terminate this agreement after giving thirty (30) 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 (30) day period after notice of intent to terminate without cause has been given. 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. Notice to parties shall be at the addresses listed below:

Crook County
Attn: County Counsel
300 NE Third Street
Prineville, OR 97741

City of Prineville
Attn: Mike Wendel Mayor
387 NE Third Street
Prineville, OR 97741

Greg Congleton
21143 Bee Tree Lane
Bend, OR 97701

13. If any part of this agreement shall be held unenforceable, the remainder of this agreement will remain in full force and effect.

CROOK COUNTY

DATE: 4-16-2008

Scott R. Cooper
Judge Scott R. Cooper

Mike McCabe
Commissioner Mike McCabe

N/A for signature Approved in County Court 4-16-2008
Commissioner Lynn Lundquist A. Ferguson, City Ct Sec.

CITY OF PRINEVILLE

DATE: 4/21/08

By: [Signature]

Its: Mayor

ARTIST

DATE: 4-11-08

Greg Congleton
Greg Congleton

Bill of Sale

The City of Prineville hereby conveys all of its right, title, and interest in the property described below to Crook County, a political subdivision of the State of Oregon, in fulfillment of its obligations as set out in paragraph 3 of the Agreement for Placement of Artwork, attached hereto as Exhibit A.

Description of property:

Maverick Sculptures

DATED this 29th day of September, 2009.

CITY OF PRINEVILLE

By: [Signature]
Its: City Manager

GREG CONGLETON - sculptor

Bronze and Steel

www.gregcongleton.com

Artist's personal statement of inspiration:

MAVERICK

As you traverse the expanse of arid sage and juniper from the west or east and break over the rimrocks to behold Prineville and the Crooked River Valley you know there is something special about this place. This oldest central Oregon community has a rich history of strong, independent, and resourceful inhabitants. When the railroad lines were built into central Oregon in the early 1900's, Prineville was not included so they built their own – the only city owned railroad in the nation.

There is a beauty and strength of character here that was captured excellently when they built a stone court house in 1909 that is widely considered the most attractive structure in this part of the world.

This bronze sculpture serves to illustrate these attributes. The mustang seems to represent the unbridled spirit of the folks who live here. The wrangler could well be the world chasing after what Prineville and Crook County already have – natural beauty and uncomplicated lifestyle. It remains to be seen whether or not he catches and domesticates this magnificent creature.

Donated to Prineville and Crook County by Penny and Phil Knight

Artist: Greg Congleton

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is between Crook County, Jefferson County, Klamath County, and Deschutes County, all political subdivisions of the State of Oregon.

EFFECTIVE DATE: This MOU is effective as of July 1, 2021, and shall terminate June 30, 2023, unless extended or terminated earlier in accordance with its terms.

DESCRIPTION: This MOU applies to operations of the Oregon Living With Fire (OLWF).

PURPOSE: This MOU is intended to document the intention of said counties to work together, on a continuing basis, toward maximum cooperation and mutual assistance in the areas of watershed restoration and community protection efforts for the purpose of implementation of the National Cohesive Wildland Fire Strategy in Central OR.

1. **RESPONSIBILITIES:** Each party to this MOU has equal rights with regard to appointments to the OLWF Steering Committee and general operational and financial oversight of OLWF.
2. **STEERING COMMITTEE:** A Steering Committee, comprised of 12 members, is authorized and charged with administering all operations of OLWF. The Steering Committee shall: (a) report periodically to each designated County contact person, (b) assist (by way of consensus recommendations) the Deschutes County Administrator with recruitment, hiring and supervision of the OLWF Coordinator; (c) undertake related functions as appropriate; and (d) assist the OLWF Coordinator with grant and other fiscal solicitations.
3. **OLWF COORDINATOR:** The OLWF Coordinator shall be contracted with Deschutes County. Compensation and other terms of retention shall be as provided in the personal services contract that the OLWF Coordinator signs with Deschutes County. The OLWF Coordinator, with input from the Steering Committee, shall report to and serve at the pleasure of the Deschutes County Administrator.
4. **FINANCIAL RESOURCES:** Operations and activities of OLWF and the OLWF Coordinator shall be funded by (a) designated contributions by the parties to this MOU, and (b) grants and other available revenue sources.
5. **DESIGNATED CONTRIBUTIONS:** Annually in March, the Steering Committee shall determine a minimum budget necessary to provide for operations of the OLWF, including compensation and expenses associated with the OLWF Coordinator. The minimum budget shall then be allocated among the parties to the MOU according to the following formula:

County	%	Annual contributions due 7/1.
Crook County	27%	\$20,250
Jefferson County	16 %	\$12,000

Klamath County	9%	\$6,750
Deschutes County	46%	\$33,750

6. **TERMINATION: Mutual Consent.** Any party may terminate its participation in this MOU for any reason by providing thirty (30) days' written notice to the other parties.
7. **INDEPENDENT PARTY:** It is agreed and understood that each party subject to this MOU will perform services and/or activities related to this MOU as an independent party, and not as an employee or agent of the other party.
8. **ASSIGNMENT:** The parties hereto may not assign this MOU, in whole or in part, without the prior written consent of all parties.
9. **BINDING EFFECT:** The terms of this MOU shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.
10. **AGENCY AND PARTNERSHIP:** None of the parties are, by virtue of this MOU, a partner or joint venture with any other party, nor shall any party have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.
11. **INDEMNIFICATION:** 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 and 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 its officers, employees, contractors, or agents under this MOU.
12. **NON-DISCRIMINATION:** Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this MOU when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
13. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this MOU, each party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding or appeal.

- 14. **NO WAIVER OF CLAIMS:** The failure by any party to enforce any provision of this MOU shall not constitute a waiver by that party of that provision or of any other provision of this MOU.
- 15. **SEVERABILITY:** Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
- 16. **HEADINGS:** The headings of this MOU are for convenience only and shall not be used to construe or interpret any provisions of this MOU.
- 17. **APPLICABLE LAW:** This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- 18. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified or amended except by a writing signed by all parties.
- 19. **COUNTERPARTS:** This MOU 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.

CROOK COUNTY:

KLAMATH COUNTY:

By: Seth Crawford, Judge
 Date: _____

By: _____
 Date: _____

JEFFERSON COUNTY:

DESCHUTES COUNTY:

By: _____
 Date: _____

By: TOM ANDERSON
 Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: July 14, 2021

RE: Ordinance 325 or 326
Our File No.: Ct. Ordinances A

The County Court had its first public hearing on this ordinance at its last regular meeting on July 7, 2021. As a reminder, this ordinance makes several changes to our zoning code in an effort to comply with state law, correct citations, and codify existing practices. The Ordinance specifically does the following:

- Adds a consistent definition of “property line adjustment” between CCC chapters 17 and 18;
- Amends the definition of “partition land” to match state statute;
- Codifies existing practices for Paulina and Riverside Ranch subdivisions;
- Adds standards for Relative Forest Help Dwellings;
- Adds minimum lot sizes in areas identified as Big Game Winter Range in the Forest Zone;
- Continues the pause on building permits in Juniper Acres; and
- Codifies current practice for modification of destination resort CUPs.

At the meeting, Commissioner Brummer questioned whether the language in the ordinance required the aggregation of lots in Riverside Ranch Units 2 and 3. I responded that the ordinance as drafted required them to be contiguous. His understanding was they did not need to be contiguous; indeed, that has been the County’s practice and the expectation of the public.

My understanding is that the basis for our practice was County Ordinance 259, which was never passed, and the basis for putting that language in County Ordinance 259 was LUBA case law.

I reviewed the relevant case law and could not find any express grant of authority to permit the lots as noncontiguous. The most applicable LUBA opinion is *Wolverton v. Crook County*, LUBA No. 2000-138. There, as a basis for affirming the County’s decision, LUBA relied on evidence in the record that siting of the dwelling would not materially alter the land use pattern in the area. The County’s analysis looked at property owners with sufficient “adjacent” (aka contiguous) lots to meet the standard and concluded there were few such available. Thus, as I interpret it, LUBA assumed the County’s test for Riverside Ranch Units 2 and 3 and aggregation of lots to meet the acreage standard would require that they be contiguous. However, that is not how the County interpreted that case over the years and how the County has applied the standard in the years since.

Requiring the lots in Riverside Ranch Units 2 and 3 to be contiguous would be arguably, more faithful to the LUBA opinion. However, codification of a requirement that goes against historical County practice could, at minimum, upset landowners familiar with our current practice and may expose the County to a Measure 49 claim. The merits of a such a claim would be an interesting legal question.

In response, I have drafted two separate ordinances. Ordinance 325 is the same as was presented to the County Court two weeks ago, requiring all units under the section used to meet the acreage threshold be contiguous. Ordinance 326 is amended and removes the contiguous requirement generally, while adding “[t]he aggregation of lots or parcels for the purposes of this section must be contiguous in Paulina Ranches and Riverside Ranch Unit 1.” The intent of that language would be to permit non-contiguous aggregation of lots or parcels in Riverside Ranch Units 2 and 3. As a reminder, regardless of which direction the County goes, any applications in these subdivisions would still require satisfaction of the criteria in the non-farm dwelling test. The County may choose which version it prefers.

The Ordinances are drafted as an emergency and thus will go into effect upon passage. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 21, 2021 County Court Agenda as a PUBLIC HEARING ITEM.

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

AN ORDINANCE AMENDING CROOK
COUNTY CODE CHAPTERS 17.08, 18.08, 18.16,
18.28, 18.112, 18.18.116 and 18.127 REGARDING
EDITING CODE LANGUAGE FOR CONSISTENCY WITH
STATE LAW AND REMOVING INCORRECT
CITATIONS

ORDINANCE 325

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, codify existing practices, and provide clear and objective criteria within the zoning ordinance; and

WHEREAS, the Crook County Planning Commission held a public hearing on the proposed language on June 23, 2021, as depicted on Attachment B, 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 325 as the County's findings of fact.

Section Two: Chapter 17.08, is amended to "read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to remove references to County code sections that have been removed to add a definition of "property line adjustment" consistent with the definition in Chapter 18.08 and State statute.

Section Three: Chapter 18.16 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to incorporate Land Use Board of Appeals decisions and County practice regarding minimum lot sizes in the platted Riverside Ranch and Paulina Ranches subdivisions.

Section Four: Chapter 18.28 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to adopt

State law regarding forest dwellings for family members and to reflect existing County Comprehensive Plan policy for minimum lot sizes in Forest zones within designated big game winter range areas.

Section Five: Chapter 18.112 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to reflect the County Court’s 2008 order regarding development in Juniper Acres (EFU-JA zone).

Section Six: Chapter 18.116 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to clarify language regarding duration of final development plan approval in cases where modifications are made to the original destination resort approval;

Section Seven: Chapter 18.172 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to ensure consistency with the language in Chapter 18.116 regarding modifications of final development plans for destination resort.

Section Eight: The revisions adopted by this Ordinance 325 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 Nine: If any portion of this ordinance 325 is found by a court of competent jurisdiction to be invalid, all other portions of this Ordinance will remain in full force and effect.

Section Ten: Emergency Clause. This Ordinance 325 being necessary for the health, safety, and welfare of the people of Crook County, an emergency is declared to exist, and Ordinance 325 becomes effective immediately upon the second reading.

First Reading: _____, 2021

Second Reading: _____, 2021

DATED this _____ day of _____, 2021

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

Vote:	Aye	Nay	Excused
Seth Crawford	—	—	—
Jerry Brummer	—	—	—
Brian Barney	—	—	—

ATTACHMENT A

DEFINITIONS -17.08

17.08.010

“Property line adjustment” means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

DEFINITIONS – 18.08

18.08.160 P Definitions

~~“Partition land” means to divide an area or parcel of land into two or three parcels within a calendar year when such area or parcel of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. “Partition land” does not include divisions of land resulting from the creation of cemetery lots. “Partition land” does not include the sale of a lot in a recorded subdivision, even though the lot may have been acquired prior to the sale with other contiguous lots or property by a single owner.~~

“Partition land” means to divide land into two or three parcels of land within a calendar year, but does not include:

(a) A division of land resulting from lien foreclosure, foreclosure or recorded contract for the sale of real property, or the creation of cemetery lots;

(b) An adjustment of a property line by the relocation of a common boundary where an additional unit of land is not created, and where the existing unit of land reduced in size by the adjustment complies with the applicable zoning requirements including minimum lot size;

(c) The division of land resulting from the recording of a subdivision, PUD, or condominium plat;

(d) A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right-of-way purposes; provided, that such road or right-of-way complies with the applicable comprehensive plan provisions or provisions of other land use approvals. Any property divided by the sale or grant of land for such a highway, road, street or other right-of-way shall continue to be considered a single unit of land until such time as the property is further subdivided.

“Property line adjustment” means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

EXCLUSIVE FARM USE

18.16.040 Dwellings not in conjunction with farm use.

(1) Nonfarm Dwelling. A nonfarm dwelling is subject to the following requirements:

(a) The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or

forest use.

(2) Nonfarm Dwelling Suitability Standards.

(a) The dwelling, including essential or accessory improvements or structures, is situated upon a lot or parcel, or, in the case of an existing lot or parcel, upon a portion of a lot or parcel, that is generally unsuitable land for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract. A new parcel or portion of an existing lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land; and

(b) A new parcel or portion of an existing lot or parcel is not “generally unsuitable” simply because it is too small to be farmed profitably by itself. If a parcel or portion of a lot or parcel can be sold, leased, rented or otherwise managed as a part of a commercial farm or ranch, then it is not “generally unsuitable.” A new parcel or portion of an existing lot or parcel is presumed to be suitable if it is composed predominantly of Class I – VI soils. Just because a new parcel or portion of an existing lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use; or

(c) If the lot or parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the forest practices rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel. If a lot or parcel is under forest assessment, the area is not “generally unsuitable” simply because it is too small to be managed for forest production profitably by itself. If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not “generally unsuitable.” If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soils capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.

(3) The dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, a county shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated by applying the standards set forth in subsections (3)(a) through (c) of this section. If the application involves the creation of a new parcel for the nonfarm dwelling, a county shall consider whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area by applying the standards set forth in subsections (3)(a) through (c) of this section;

(a) Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1,000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm or ranch operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area;

(b) Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot of record dwellings that could be approved under CCC [18.16.035\(1\)](#) and this section, including identification of predominant soil classifications, the parcels created prior to January 1, 1993, and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings under ORS [215.263\(4\)](#), [215.263\(5\)](#), and [215.284\(4\)](#). The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings under this subsection; and

(c) Determine whether approval of the proposed nonfarm/lot of record dwellings together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area; and

(4) If a single-family dwelling is established on a lot or parcel as set forth in Use 2.4 in Table 1, no additional dwelling may later be sited under the provisions of this section.

(5) All new nonfarm dwellings on existing parcels within the deer and elk winter ranges must meet the residential density limitations found in Wildlife Policy 2 of the Crook County comprehensive plan. Compliance with the residential density limitations may be demonstrated by calculating a one-mile radius (or 2,000-acre) study area. An applicant may use a different study area size or shape to demonstrate compliance with Wildlife Policy 2, provided the methodology and size of the study area are explained and are found to be consistent with the purpose of Crook County comprehensive plan Wildlife Policy 2. (Ord. 309 § 2 (Exh. C), 2019)

(6) All new nonfarm dwellings on existing lots or parcels proposed within the Paulina Ranches or Riverside Ranches subdivisions, which are in the County's EFU-1 zone and were created prior to January 1, 1993, shall require a minimum of 20 acres for the nonfarm dwelling.

(a) The 20-acre requirement for these subdivisions may be met either by a single lot or parcel which is at least 20 acres or through multiple, separate contiguous lots or parcels within the same subdivision in common ownership, which in the aggregate total 20 acres or more. For the purposes of this section, Riverside Ranch Unit 1 is treated as a separate subdivision and Riverside Ranch Units 2 and 3, together, are treated as a separate subdivision.

(b) Where multiple lots or parcels in common ownership are the basis to meet the 20-acre requirement, upon approval of a nonfarm dwelling and prior to the issuance of a building permit, the applicant/owner shall record a deed restriction with the County Clerk limiting the further development of any lots or parcels used by the applicant/owner to meet the 20-acre requirement.

18.28 Forest Zone

2	Residential Uses – All dwellings and structures are subject to provisions of CCC 18.28.025 (siting standards) and CC 18.28.030 (fire-siting standards)			
2.1	Caretaker residences for public parks and public fish hatcheries.	STS	Notice and Opportunity for Hearing	18.28.015(14) 18.28.015(16)
2.2	Large tract forest dwelling.	STS	Notice and Opportunity for Hearing	18.28.015(1) 18.28.015(14) 18.28.015(16)
2.3	Lot of record dwelling.	STS	Notice and Opportunity for Hearing	18.28.015(2) 18.28.015(14) 18.28.015(16)
2.4	Template dwelling.	STS	Notice and Opportunity for Hearing	18.28.015(3) 18.28.015(14) 18.28.015(16)
2.5	Alteration, restoration or replacement of a lawfully established dwelling.	STS	Administrative ORS 215.417 Valid for 4 years	18.28.015(4) 18.28.015(14) 18.28.015(16)
2.6	Temporary hardship dwelling.	C	Notice and Opportunity for Hearing	18.28.015(5) 18.28.015(14) 18.28.015(16)
2.7	Relative Forest Help Dwelling	STS	Notice and Opportunity for Hearing	

18.28.015 Use Standards

Propose adding a new subsection for Relative Forest Help Dwellings – renumber to add this as 18.28.015(6)

Accessory dwellings supporting family forestry; conditions. (1) As used in this section, “owner or a relative” means the owner of the lot or parcel, or a relative of the owner or the owner’s spouse, including a child, parent, stepparent, grandchild, grandparent, step grandparent, sibling, stepsibling, niece, nephew or first cousin of either.

(2) The county may approve a new single-family dwelling unit on a lot or parcel zoned for forest use provided:

(a) The new single-family dwelling unit will be on a lot or parcel no smaller than the minimum size allowed under ORS 215.780;

(b) The new single-family dwelling unit will be on a lot or parcel that contains exactly one existing single-family dwelling unit that was lawfully:

(A) In existence before November 4, 1993; or

(B) Approved under ORS 215.130 (6), 215.705, 215.720, 215.740, 215.750 or 215.755;

(c) The shortest distance between the new single-family dwelling unit and the existing single-family dwelling unit is no greater than 200 feet;

(d) The lot or parcel is within a rural fire protection district organized under ORS chapter 478 or

(e) The new single-family dwelling unit complies with the Oregon residential specialty code relating to

wildfire hazard mitigation;

(f) As a condition of approval of the new single-family dwelling unit, in addition to the requirements of ORS 215.293, the property owner agrees to acknowledge and record in the deed records for the county in which the lot or parcel is located, one or more instruments containing irrevocable deed restrictions that:

(A) Prohibit the owner and the owner's successors from partitioning the property to separate the new single-family dwelling unit from the lot or parcel containing the existing single-family dwelling unit; and

(B) Require that the owner and the owner's successors manage the lot or parcel as a working forest under a written forest management plan, as defined in ORS 526.455, that is attached to the instrument;

(g) The existing single-family dwelling unit is occupied by the owner or a relative;

(h) The new single-family dwelling unit will be occupied by the owner or a relative; and

(i) The owner or a relative occupies the new single-family dwelling unit to allow the relative to assist in the harvesting, processing or replanting of forest products or in the management, operation, planning, acquisition or supervision of forest lots or parcels of the owner.

(3) If a new single-family dwelling unit is constructed under this section, the county may not allow the new or existing dwelling unit to be used for vacation occupancy as defined in ORS 90.100.

18.28.040 Land divisions.

(1) The minimum parcel size for new forest parcels is 80 acres.

(2) New land divisions less than the parcel size in subsection (1) of this section may be approved for any of the following circumstances:

(a) For the Uses 1.8, 3.6, 3.7, 4.1, 4.3, 6.3, 6.5 through 6.8, 7.3 through 7.6, 7.8, and 7.9 in Table 1; provided, that such uses have been approved pursuant to CCC [18.28.020](#) and the parcel created from the division is the minimum size necessary for the use.

(b) For the establishment of a parcel for a dwelling that has existed since before June 1, 1995, subject to the following requirements:

(i) The parcel established may not be larger than five acres, except as necessary to recognize physical factors such as roads or streams, in which case the parcel shall not be larger than 10 acres; and

(ii) The parcel that does not contain the dwelling is not entitled to a dwelling unless subsequently authorized by law or goal and the parcel either:

(A) Meets the minimum land division standards of the zone; or

(B) Is consolidated with another parcel, and together the parcels meet the minimum land division standards of the zone.

(c) To allow a division of forest land to facilitate a forest practice as defined in ORS [527.620](#) that results in a parcel that does not meet the minimum area requirements of subsection (1) of this section. Approvals shall be based on findings that demonstrate that there are unique property specific characteristics present in the proposed parcel that require an amount of land smaller than the minimum area requirements of subsection (1) of this section in order to conduct the forest practice. Parcels created pursuant to this subsection:

- (i) Are not eligible for siting of a new dwelling;
- (ii) May not serve as the justification for the siting of a future dwelling on other lots or parcels;
- (iii) May not, as a result of the land division, be used to justify redesignation or rezoning of resource lands; and
- (iv) May not result in a parcel of less than 35 acres, unless the purpose of the land division is to:
 - (A) Facilitate an exchange of lands involving a governmental agency; or
 - (B) Allow transactions in which at least one participant is a person with a cumulative ownership of at least 2,000 acres of forest land.

(d) To allow a division of a lot or parcel zoned for forest use if:

- (i) At least two dwellings lawfully existed on the lot or parcel prior to November 4, 1993;
- (ii) Each dwelling complies with the criteria for a replacement dwelling under CCC [18.28.015\(4\)\(a\)](#);
- (iii) Except for one parcel, each parcel created under this paragraph is between two and five acres in size;
- (iv) At least one dwelling is located on each parcel created under this subsection; and
- (v) The landowner of a parcel created under this subsection provides evidence that a restriction prohibiting the landowner and the landowner's successors in interest from further dividing the parcel has been recorded with the county clerk of the county in which the parcel is located. A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county in which the parcel is located indicating that the comprehensive plan or land use regulations applicable to the parcel have been changed so that the parcel is no longer subject to statewide planning goals protecting forest land or unless the land division is subsequently authorized by law or by a change in a statewide planning goal for land zoned for forest use.

(e) To allow a proposed division of land to preserve open space or parks, as provided in ORS [215.783](#).

(3) A lot or parcel may not be divided under subsection (2)(d) of this section if an existing dwelling on the lot or parcel was approved under a statute, an administrative rule or a land use regulation as defined in ORS [197.015](#) that required removal of the dwelling or that prohibited subsequent division of the lot or parcel.

(4) Restrictions.

- (a) An applicant for the creation of a parcel pursuant to subsection (2)(b) of this section shall provide evidence that a restriction on the remaining parcel, not containing the dwelling, has been recorded with the county clerk. The restriction shall allow no dwellings unless authorized by law or goal on land zoned for forest use except as permitted under subsection (2) of this section.

(b) A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county where the property is located indicating that the comprehensive plan or land use regulations applicable to the property have been changed in such a manner that the parcel is no longer subject to statewide planning goals pertaining to agricultural land or forest land.

(5) A landowner allowed a land division under subsection (2) of this section shall sign a statement that shall be recorded with the county clerk of the county in which the property is located, declaring that the landowner will not in the future complain about accepted farming or forest practices on nearby lands devoted to farm or forest use.

(6) The county governing body or its designate may not approve a property line adjustment of a lot or parcel in a manner that separates a temporary hardship dwelling or home occupation from the parcel on which the primary residential use exists.

(7) A division of a lawfully established unit of land may occur along an urban growth boundary where the parcel remaining outside the urban growth boundary is zoned for forest use and is smaller than the minimum parcel size; provided, that:

(a) If the parcel contains a dwelling, it must be large enough to support continued residential use.

(b) If the parcel does not contain a dwelling:

(i) It is not eligible for siting a dwelling, except as may be authorized under ORS [195.120](#);

(ii) It may not be considered in approving a redesignation or rezoning of forest lands, except to allow a public park, open space, or other natural resource use; and

(iii) The owner of the parcel shall record with the county clerk an irrevocable deed restriction prohibiting the owner and all successors in interest from pursuing a cause of action or claim of relief alleging injury from farming or forest practices for which a claim or action is not allowed under ORS [30.936](#) or [30.937](#). (Ord. 309 § 3 (Exh. C), 2019)

(8) Minimum lot size in areas identified as big game winter range shall be:

(a) Three hundred twenty acres within the elk wintering range as designated in the county's comprehensive plan, Goal 5 element.

(b) One hundred sixty acres within the critical deer winter range as designated in the county's comprehensive plan, Goal 5 element.

(c) Eighty acres within the general winter range as designated in the county's comprehensive plan, Goal 5 element.

Juniper Acres

18.112.005 Purpose

CC ORDINANCE 325 ATTACHMENT A

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The purpose of this zoning district is to ameliorate the consequences of the establishment of the Juniper Acres Partitioning in 1962 by permitting a level of residential development that would not ordinarily be permitted in an exclusive farm use zone given the large number of private owners of numerous legally created parcels, and to modulate the timing of the residential development. The Crook County Court had established a task force to investigate solutions to fire suppression, road construction and maintenance issues in the subdivision. These issues of public health and safety have not been addressed and the Court's order stating that it is premature to issue additional building permits in the Juniper Acres subdivision remains in effect. (Order 2007-80). The remaining sections of 18.112 shall not apply until the Court determines that building permits can be issued.

18.116 Destination Resort Overlay

18.116.120 Duration of final development plan approval.

A final development plan approval, including a modified final development plan approval, shall become void if construction has not commenced within two years, plus the period of any extensions under CCC 18.172.060 after the date the approval, including any modified approval, became final. Appeals to higher authorities, including the Oregon Land Use Board of Appeals, Court of Appeals, Oregon Supreme Court or Circuit Court, shall toll the running of this time period until such time as all appeals are fully resolved by a final judgment being issued by the appellate authority and any remand proceedings have resulted in a final county decision.

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 or to a Final Destination Resort Development Plan under 18.116.110 shall be treated as a new final decision for purposes of calculating the expiry provisions of CCC 18.172.060(2)(b).



Attachment B

Crook County
Community Development Department - Planning Division
 300 NE 3rd Street, Room 12
 Prineville, OR 97754
 (541)447-3211
plan@co.crook.or.us

June 15, 2021

BEFORE THE CROOK COUNTY PLANNING COMMISSION
PROPOSED ZONING CODE AMENDMENTS 217-21-000414-PLNG

APPLICANT: Crook County Community Development Department

REQUEST: Crook County staff identified code language updates to:

- Bring zoning ordinances into compliance with current State statutes and regulations;
- Provide clear and objective criteria within the zoning ordinance to provide for greater understanding of requirements;
- Allow for local flexibility in interpreting code language;
- Edit code language that is incorrect;
- Delete references to outdated or removed sections.

Specifically, the proposed code amendments consist of clarifying updates and housekeeping revisions to Chapters 17 and 18 of the County's code. The proposal includes the following:

- Revises definitions of "property line adjustment" and "partition land" to be consistent with state law;
- Reflects land use board of appeals decisions and the County's practices regarding Paulina Ranches and Riverside Ranches;
- Includes specific standards for relative forest help dwellings to be consistent with state law.
- Includes minimum lot sizes for designated big game winter range areas in the County's Forest zone to be consistent with the County's comprehensive plan designations;
- Acknowledges a County Court order regarding the EFU-zoned Juniper Acres subdivision; and
- Clarifies the County's existing practices regarding processing and the effect of modifications to land use decisions.

The Planning Commission held a work session on May 26, 2021 to discuss the proposed changes. They directed staff to make editorial changes.

FINDINGS: Oregon Revised Statute (ORS) 197.610 applies to submission of proposed comprehensive plan or land use changes to the Department of Land Conservation and Development. The statutory language is in standard text and the County's response is in

bold/italics.

197.610 Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development; rules. (1) Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.

The County submitted notice to the Department of Land Conservation and Development (DLCD) on May 19, 2021. Public notice was published in the Central Oregonian on June 1, 2021.

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.

Not applicable.

(3) Submission of the proposed change must include all of the following materials:

- (a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;
- (b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;
- (c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;
- (d) The date set for the first evidentiary hearing;
- (e) The form of notice or a draft of the notice to be provided under ORS 197.763, if applicable; and
- (f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.

The May 19, 2021 submission to DLCD included a draft staff report a brief narrative, the date for the first hearing, and a draft public notice including information regarding the availability of a final staff report.

(4) The director shall cause notice of the proposed change to the acknowledged comprehensive plan or the land use regulation to be provided to:

- (a) Persons that have requested notice of changes to the acknowledged comprehensive plan of the particular local government, using electronic mail, electronic bulletin board, electronic mailing list server or similar electronic method; and
- (b) Persons that are generally interested in changes to acknowledged comprehensive plans, by posting notices periodically on a public website using the Internet or a similar electronic method.

Public notice of the proposed hearing was provided in the Central Oregonian, made available to interested parties, and posted on the Crook County Community Development website.

(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.

The local government finds that the proposed text changes are editorial in nature, are intended to make County Code consistent with State law and to remove improper citations. The proposed changes are supportive of Goal 1 (Citizen Involvement) by clarifying intent and removing improper citations. No other statutes or goals apply.

The proposed code changes are shown in Attachment A as “track changes” to the current code language.

Recommendation: The Planning Department recommends that the Planning Commission review the proposed code changes and make a recommendation to the Crook County Court to adopt the proposed Code edits or to adopt the proposed Code edits with changes.

Respectfully,

Ann Beier, Director
Crook County Community Development Department

Attachment A: Proposed code changes

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

AN ORDINANCE AMENDING CROOK
COUNTY CODE CHAPTERS 17.08, 18.08, 18.16,
18.28, 18.112, 18.18.116 and 18.127 REGARDING
EDITING CODE LANGUAGE FOR CONSISTENCY WITH
STATE LAW AND REMOVING INCORRECT
CITATIONS

ORDINANCE 326

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, codify existing practices, and provide clear and objective criteria within the zoning ordinance; and

WHEREAS, the Crook County Planning Commission held a public hearing on the proposed language on June 23, 2021, as depicted on Attachment B, 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 326 as the County's findings of fact.

Section Two: Chapter 17.08, is amended to "read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to remove references to County code sections that have been removed to add a definition of "property line adjustment" consistent with the definition in Chapter 18.08 and State statute.

Section Three: Chapter 18.16 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to incorporate Land Use Board of Appeals decisions and County practice regarding minimum lot sizes in the platted Riverside Ranch and Paulina Ranches subdivisions.

Section Four: Chapter 18.28 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to adopt

State law regarding forest dwellings for family members and to reflect existing County Comprehensive Plan policy for minimum lot sizes in Forest zones within designated big game winter range areas.

Section Five: Chapter 18.112 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to reflect the County Court's 2008 order regarding development in Juniper Acres (EFU-JA zone).

Section Six: Chapter 18.116 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to clarify language regarding duration of final development plan approval in cases where modifications are made to the original destination resort approval;

Section Seven: Chapter 18.172 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to ensure consistency with the language in Chapter 18.116 regarding modifications of final development plans for destination resort.

Section Eight: The revisions adopted by this Ordinance 326 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 Nine: If any portion of this ordinance 326 is found by a court of competent jurisdiction to be invalid, all other portions of this Ordinance will remain in full force and effect.

Section Ten: Emergency Clause. This Ordinance 326 being necessary for the health, safety, and welfare of the people of Crook County, an emergency is declared to exist, and Ordinance 326 becomes effective immediately upon the second reading.

First Reading: _____, 2021

Second Reading: _____, 2021

DATED this _____ day of _____, 2021

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

Vote:	Aye	Nay	Excused
Seth Crawford	—	—	—
Jerry Brummer	—	—	—
Brian Barney	—	—	—

ATTACHMENT A

DEFINITIONS -17.08

17.08.010

“Property line adjustment” means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

DEFINITIONS – 18.08

18.08.160 P Definitions

~~“Partition land” means to divide an area or parcel of land into two or three parcels within a calendar year when such area or parcel of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. “Partition land” does not include divisions of land resulting from the creation of cemetery lots. “Partition land” does not include the sale of a lot in a recorded subdivision, even though the lot may have been acquired prior to the sale with other contiguous lots or property by a single owner.~~

“Partition land” means to divide land into two or three parcels of land within a calendar year, but does not include:

(a) A division of land resulting from lien foreclosure, foreclosure or recorded contract for the sale of real property, or the creation of cemetery lots;

(b) An adjustment of a property line by the relocation of a common boundary where an additional unit of land is not created, and where the existing unit of land reduced in size by the adjustment complies with the applicable zoning requirements including minimum lot size;

(c) The division of land resulting from the recording of a subdivision, PUD, or condominium plat;

(d) A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right-of-way purposes; provided, that such road or right-of-way complies with the applicable comprehensive plan provisions or provisions of other land use approvals. Any property divided by the sale or grant of land for such a highway, road, street or other right-of-way shall continue to be considered a single unit of land until such time as the property is further subdivided.

“Property line adjustment” means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

EXCLUSIVE FARM USE

18.16.040 Dwellings not in conjunction with farm use.

(1) Nonfarm Dwelling. A nonfarm dwelling is subject to the following requirements:

(a) The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or

forest use.

(2) Nonfarm Dwelling Suitability Standards.

(a) The dwelling, including essential or accessory improvements or structures, is situated upon a lot or parcel, or, in the case of an existing lot or parcel, upon a portion of a lot or parcel, that is generally unsuitable land for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract. A new parcel or portion of an existing lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land; and

(b) A new parcel or portion of an existing lot or parcel is not “generally unsuitable” simply because it is too small to be farmed profitably by itself. If a parcel or portion of a lot or parcel can be sold, leased, rented or otherwise managed as a part of a commercial farm or ranch, then it is not “generally unsuitable.” A new parcel or portion of an existing lot or parcel is presumed to be suitable if it is composed predominantly of Class I – VI soils. Just because a new parcel or portion of an existing lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use; or

(c) If the lot or parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the forest practices rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel. If a lot or parcel is under forest assessment, the area is not “generally unsuitable” simply because it is too small to be managed for forest production profitably by itself. If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not “generally unsuitable.” If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soils capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.

(3) The dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, a county shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated by applying the standards set forth in subsections (3)(a) through (c) of this section. If the application involves the creation of a new parcel for the nonfarm dwelling, a county shall consider whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area by applying the standards set forth in subsections (3)(a) through (c) of this section;

(a) Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1,000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm or ranch operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area;

(b) Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot of record dwellings that could be approved under CCC [18.16.035\(1\)](#) and this section, including identification of predominant soil classifications, the parcels created prior to January 1, 1993, and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings under ORS [215.263\(4\)](#), [215.263\(5\)](#), and [215.284\(4\)](#). The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings under this subsection; and

(c) Determine whether approval of the proposed nonfarm/lot of record dwellings together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area; and

(4) If a single-family dwelling is established on a lot or parcel as set forth in Use 2.4 in Table 1, no additional dwelling may later be sited under the provisions of this section.

(5) All new nonfarm dwellings on existing parcels within the deer and elk winter ranges must meet the residential density limitations found in Wildlife Policy 2 of the Crook County comprehensive plan. Compliance with the residential density limitations may be demonstrated by calculating a one-mile radius (or 2,000-acre) study area. An applicant may use a different study area size or shape to demonstrate compliance with Wildlife Policy 2, provided the methodology and size of the study area are explained and are found to be consistent with the purpose of Crook County comprehensive plan Wildlife Policy 2. (Ord. 309 § 2 (Exh. C), 2019)

(6) All new nonfarm dwellings on existing lots or parcels proposed within the Paulina Ranches or Riverside Ranches subdivisions, which are in the County's EFU-1 zone and were created prior to January 1, 1993, shall require a minimum of 20 acres for the nonfarm dwelling.

(a) The 20-acre requirement for these subdivisions may be met either by a single lot or parcel which is at least 20 acres or through multiple, separate lots or parcels within the same subdivision in common ownership, which in the aggregate total 20 acres or more. For the purposes of this section, Riverside Ranch Unit 1 is treated as a separate subdivision and Riverside Ranch Units 2 and 3, together, are treated as a separate subdivision. The aggregation of lots or parcels for the purposes of this section must be contiguous in Paulina Ranches and Riverside Ranch Unit 1.

(b) Where multiple lots or parcels in common ownership are the basis to meet the 20-acre requirement, upon approval of a nonfarm dwelling and prior to the issuance of a building permit, the applicant/owner shall record a deed restriction with the County Clerk limiting the further development of any lots or parcels used by the applicant/owner to meet the 20-acre requirement.

18.28 Forest Zone

2	Residential Uses – All dwellings and structures are subject to provisions of CCC 18.28.025 (siting standards) and CC 18.28.030 (fire-siting standards)			
2.1	Caretaker residences for public parks and public fish hatcheries.	STS	Notice and Opportunity for Hearing	18.28.015(14) 18.28.015(16)
2.2	Large tract forest dwelling.	STS	Notice and Opportunity for Hearing	18.28.015(1) 18.28.015(14) 18.28.015(16)
2.3	Lot of record dwelling.	STS	Notice and Opportunity for Hearing	18.28.015(2) 18.28.015(14) 18.28.015(16)
2.4	Template dwelling.	STS	Notice and Opportunity for Hearing	18.28.015(3) 18.28.015(14) 18.28.015(16)
2.5	Alteration, restoration or replacement of a lawfully established dwelling.	STS	Administrative ORS 215.417 Valid for 4 years	18.28.015(4) 18.28.015(14) 18.28.015(16)
2.6	Temporary hardship dwelling.	C	Notice and Opportunity for Hearing	18.28.015(5) 18.28.015(14) 18.28.015(16)
2.7	Relative Forest Help Dwelling	STS	Notice and Opportunity for Hearing	

18.28.015 Use Standards

Propose adding a new subsection for Relative Forest Help Dwellings – renumber to add this as 18.28.015(6)

Accessory dwellings supporting family forestry; conditions. (1) As used in this section, “owner or a relative” means the owner of the lot or parcel, or a relative of the owner or the owner’s spouse, including a child, parent, stepparent, grandchild, grandparent, step grandparent, sibling, stepsibling, niece, nephew or first cousin of either.

(2) The county may approve a new single-family dwelling unit on a lot or parcel zoned for forest use provided:

(a) The new single-family dwelling unit will be on a lot or parcel no smaller than the minimum size allowed under ORS 215.780;

(b) The new single-family dwelling unit will be on a lot or parcel that contains exactly one existing single-family dwelling unit that was lawfully:

(A) In existence before November 4, 1993; or

(B) Approved under ORS 215.130 (6), 215.705, 215.720, 215.740, 215.750 or 215.755;

(c) The shortest distance between the new single-family dwelling unit and the existing single-family dwelling unit is no greater than 200 feet;

(d) The lot or parcel is within a rural fire protection district organized under ORS chapter 478 or

(e) The new single-family dwelling unit complies with the Oregon residential specialty code relating to

wildfire hazard mitigation:

(f) As a condition of approval of the new single-family dwelling unit, in addition to the requirements of ORS 215.293, the property owner agrees to acknowledge and record in the deed records for the county in which the lot or parcel is located, one or more instruments containing irrevocable deed restrictions that:

(A) Prohibit the owner and the owner's successors from partitioning the property to separate the new single-family dwelling unit from the lot or parcel containing the existing single-family dwelling unit; and

(B) Require that the owner and the owner's successors manage the lot or parcel as a working forest under a written forest management plan, as defined in ORS 526.455, that is attached to the instrument;

(g) The existing single-family dwelling unit is occupied by the owner or a relative;

(h) The new single-family dwelling unit will be occupied by the owner or a relative; and

(i) The owner or a relative occupies the new single-family dwelling unit to allow the relative to assist in the harvesting, processing or replanting of forest products or in the management, operation, planning, acquisition or supervision of forest lots or parcels of the owner.

(3) If a new single-family dwelling unit is constructed under this section, the county may not allow the new or existing dwelling unit to be used for vacation occupancy as defined in ORS 90.100.

18.28.040 Land divisions.

(1) The minimum parcel size for new forest parcels is 80 acres.

(2) New land divisions less than the parcel size in subsection (1) of this section may be approved for any of the following circumstances:

(a) For the Uses 1.8, 3.6, 3.7, 4.1, 4.3, 6.3, 6.5 through 6.8, 7.3 through 7.6, 7.8, and 7.9 in Table 1; provided, that such uses have been approved pursuant to CCC [18.28.020](#) and the parcel created from the division is the minimum size necessary for the use.

(b) For the establishment of a parcel for a dwelling that has existed since before June 1, 1995, subject to the following requirements:

(i) The parcel established may not be larger than five acres, except as necessary to recognize physical factors such as roads or streams, in which case the parcel shall not be larger than 10 acres; and

(ii) The parcel that does not contain the dwelling is not entitled to a dwelling unless subsequently authorized by law or goal and the parcel either:

(A) Meets the minimum land division standards of the zone; or

(B) Is consolidated with another parcel, and together the parcels meet the minimum land division standards of the zone.

(c) To allow a division of forest land to facilitate a forest practice as defined in ORS [527.620](#) that results in a parcel that does not meet the minimum area requirements of subsection (1) of this section. Approvals shall be based on findings that demonstrate that there are unique property specific characteristics present in the proposed parcel that require an amount of land smaller than the minimum area requirements of subsection (1) of this section in order to conduct the forest practice. Parcels created pursuant to this subsection:

- (i) Are not eligible for siting of a new dwelling;
- (ii) May not serve as the justification for the siting of a future dwelling on other lots or parcels;
- (iii) May not, as a result of the land division, be used to justify redesignation or rezoning of resource lands; and
- (iv) May not result in a parcel of less than 35 acres, unless the purpose of the land division is to:
 - (A) Facilitate an exchange of lands involving a governmental agency; or
 - (B) Allow transactions in which at least one participant is a person with a cumulative ownership of at least 2,000 acres of forest land.

(d) To allow a division of a lot or parcel zoned for forest use if:

- (i) At least two dwellings lawfully existed on the lot or parcel prior to November 4, 1993;
- (ii) Each dwelling complies with the criteria for a replacement dwelling under CCC [18.28.015\(4\)\(a\)](#);
- (iii) Except for one parcel, each parcel created under this paragraph is between two and five acres in size;
- (iv) At least one dwelling is located on each parcel created under this subsection; and
- (v) The landowner of a parcel created under this subsection provides evidence that a restriction prohibiting the landowner and the landowner's successors in interest from further dividing the parcel has been recorded with the county clerk of the county in which the parcel is located. A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county in which the parcel is located indicating that the comprehensive plan or land use regulations applicable to the parcel have been changed so that the parcel is no longer subject to statewide planning goals protecting forest land or unless the land division is subsequently authorized by law or by a change in a statewide planning goal for land zoned for forest use.

(e) To allow a proposed division of land to preserve open space or parks, as provided in ORS [215.783](#).

(3) A lot or parcel may not be divided under subsection (2)(d) of this section if an existing dwelling on the lot or parcel was approved under a statute, an administrative rule or a land use regulation as defined in ORS [197.015](#) that required removal of the dwelling or that prohibited subsequent division of the lot or parcel.

(4) Restrictions.

(a) An applicant for the creation of a parcel pursuant to subsection (2)(b) of this section shall provide evidence that a restriction on the remaining parcel, not containing the dwelling, has been recorded with the county clerk. The restriction shall allow no dwellings unless authorized by law or goal on land zoned for forest use except as permitted under subsection (2) of this section.

(b) A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county where the property is located indicating that the comprehensive plan or land use regulations applicable to the property have been changed in such a manner that the parcel is no longer subject to statewide planning goals pertaining to agricultural land or forest land.

(5) A landowner allowed a land division under subsection (2) of this section shall sign a statement that shall be recorded with the county clerk of the county in which the property is located, declaring that the landowner will not in the future complain about accepted farming or forest practices on nearby lands devoted to farm or forest use.

(6) The county governing body or its designate may not approve a property line adjustment of a lot or parcel in a manner that separates a temporary hardship dwelling or home occupation from the parcel on which the primary residential use exists.

(7) A division of a lawfully established unit of land may occur along an urban growth boundary where the parcel remaining outside the urban growth boundary is zoned for forest use and is smaller than the minimum parcel size; provided, that:

(a) If the parcel contains a dwelling, it must be large enough to support continued residential use.

(b) If the parcel does not contain a dwelling:

(i) It is not eligible for siting a dwelling, except as may be authorized under ORS [195.120](#);

(ii) It may not be considered in approving a redesignation or rezoning of forest lands, except to allow a public park, open space, or other natural resource use; and

(iii) The owner of the parcel shall record with the county clerk an irrevocable deed restriction prohibiting the owner and all successors in interest from pursuing a cause of action or claim of relief alleging injury from farming or forest practices for which a claim or action is not allowed under ORS [30.936](#) or [30.937](#). (Ord. 309 § 3 (Exh. C), 2019)

(8) Minimum lot size in areas identified as big game winter range shall be:

(a) Three hundred twenty acres within the elk wintering range as designated in the county's comprehensive plan, Goal 5 element.

(b) One hundred sixty acres within the critical deer winter range as designated in the county's comprehensive plan, Goal 5 element.

(c) Eighty acres within the general winter range as designated in the county's comprehensive plan, Goal 5 element.

Juniper Acres

18.112.005 Purpose

CC ORDINANCE 325 ATTACHMENT A

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The purpose of this zoning district is to ameliorate the consequences of the establishment of the Juniper Acres Partitioning in 1962 by permitting a level of residential development that would not ordinarily be permitted in an exclusive farm use zone given the large number of private owners of numerous legally created parcels, and to modulate the timing of the residential development. The Crook County Court had established a task force to investigate solutions to fire suppression, road construction and maintenance issues in the subdivision. These issues of public health and safety have not been addressed and the Court's order stating that it is premature to issue additional building permits in the Juniper Acres subdivision remains in effect. (Order 2007-80). The remaining sections of 18.112 shall not apply until the Court determines that building permits can be issued.

18.116 Destination Resort Overlay

18.116.120 Duration of final development plan approval.

A final development plan approval, including a modified final development plan approval, shall become void if construction has not commenced within two years, plus the period of any extensions under CCC 18.172.060 after the date the approval, including any modified approval, became final. Appeals to higher authorities, including the Oregon Land Use Board of Appeals, Court of Appeals, Oregon Supreme Court or Circuit Court, shall toll the running of this time period until such time as all appeals are fully resolved by a final judgment being issued by the appellate authority and any remand proceedings have resulted in a final county decision.

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 or to a Final Destination Resort Development Plan under 18.116.110 shall be treated as a new final decision for purposes of calculating the expiry provisions of CCC 18.172.060(2)(b).



Attachment B

Crook County
Community Development Department - Planning Division
 300 NE 3rd Street, Room 12
 Prineville, OR 97754
 (541)447-3211
plan@co.crook.or.us

June 15, 2021

BEFORE THE CROOK COUNTY PLANNING COMMISSION
PROPOSED ZONING CODE AMENDMENTS 217-21-000414-PLNG

APPLICANT: Crook County Community Development Department

REQUEST: Crook County staff identified code language updates to:

- Bring zoning ordinances into compliance with current State statutes and regulations;
- Provide clear and objective criteria within the zoning ordinance to provide for greater understanding of requirements;
- Allow for local flexibility in interpreting code language;
- Edit code language that is incorrect;
- Delete references to outdated or removed sections.

Specifically, the proposed code amendments consist of clarifying updates and housekeeping revisions to Chapters 17 and 18 of the County's code. The proposal includes the following:

- Revises definitions of "property line adjustment" and partition land" to be consistent with state law;
- Reflects land use board of appeals decisions and the County's practices regarding Paulina Ranches and Riverside Ranches;
- Includes specific standards for relative forest help dwellings to be consistent with state law.
- Includes minimum lot sizes for designated big game winter range areas in the County's Forest zone to be consistent with the County's comprehensive plan designations;
- Acknowledges a County Court order regarding the EFU-zoned Juniper Acres subdivision; and
- Clarifies the County's existing practices regarding processing and the effect of modifications to land use decisions.

The Planning Commission held a work session on May 26, 2021 to discuss the proposed changes. They directed staff to make editorial changes.

FINDINGS: Oregon Revised Statute (ORS) 197.610 applies to submission of proposed comprehensive plan or land use changes to the Department of Land Conservation and Development. The statutory language is in standard text and the County's response is in

bold/italics.

197.610 Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development; rules. (1) Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.

The County submitted notice to the Department of Land Conservation and Development (DLCD) on May 19, 2021. Public notice was published in the Central Oregonian on June 1, 2021.

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.

Not applicable.

(3) Submission of the proposed change must include all of the following materials:

- (a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;
- (b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;
- (c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;
- (d) The date set for the first evidentiary hearing;
- (e) The form of notice or a draft of the notice to be provided under ORS 197.763, if applicable; and
- (f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.

The May 19, 2021 submission to DLCD included a draft staff report a brief narrative, the date for the first hearing, and a draft public notice including information regarding the availability of a final staff report.

(4) The director shall cause notice of the proposed change to the acknowledged comprehensive plan or the land use regulation to be provided to:

- (a) Persons that have requested notice of changes to the acknowledged comprehensive plan of the particular local government, using electronic mail, electronic bulletin board, electronic mailing list server or similar electronic method; and
- (b) Persons that are generally interested in changes to acknowledged comprehensive plans, by posting notices periodically on a public website using the Internet or a similar electronic method.

Public notice of the proposed hearing was provided in the Central Oregonian, made available to interested parties, and posted on the Crook County Community Development website.

(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.

The local government finds that the proposed text changes are editorial in nature, are intended to make County Code consistent with State law and to remove improper citations. The proposed changes are supportive of Goal 1 (Citizen Involvement) by clarifying intent and removing improper citations. No other statutes or goals apply.

The proposed code changes are shown in Attachment A as “track changes” to the current code language.

Recommendation: The Planning Department recommends that the Planning Commission review the proposed code changes and make a recommendation to the Crook County Court to adopt the proposed Code edits or to adopt the proposed Code edits with changes.

Respectfully,

Ann Beier, Director
Crook County Community Development Department

Attachment A: Proposed code changes

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

IN THE MATTER OF ORDERING FEES ORDER 202~~10~~-406
FOR FISCAL YEAR 202~~01~~-202~~12~~ Amendment #2

WHEREAS, ORS 294.160 requires the establishment of fees by county governing bodies by order or ordinance after providing the public an opportunity to comment; and

~~WHEREAS, this Order 2020-46 was previously approved on August 25, 2020 and amended on January 20, 2021; and~~

WHEREAS, this Order reflects changes to fees which have not been raised in the preceding six months.

NOW, THEREFORE, BE IT ORDERED BY THE CROOK COUNTY COURT that the following fees are set for the fiscal year 202~~10~~-202~~21~~ commencing upon the effective date of this ~~Amendment #1 to~~ Order 202~~10~~-406, which shall continue in effect until amended by the Crook County Court or amended by operation of law:

ALL DEPARTMENTS, except as otherwise specified below:

Photocopies, per page	
Black and white pages	\$0.25
Color pages	\$0.75
Computer prints:	
first 10 pages,	\$0.40
next 100 pages,	\$0.20
additional pages, each	\$0.10
Faxes (up to 10 pages – does not include microfilm fees, search fees, etc.)	\$2.50
Research and collation fee, per hour	\$25.00
Returned and NSF check charge	\$25.00

ASSESSOR

Farm disqualification estimates	\$100.00 each
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Laser print enlargements of tax lot \$1.50 each

Mapping fee (per lot, condominium unit, private undedicated road, common area) \$35.00

Mobile Home Fees:

Title Transfer	\$55.00
Trip Permit	\$5.00 per section
Ownership or Situs Change	\$55.00

COMMUNITY DEVELOPMENT

The International Code Council Building Valuation Table has been adopted by Crook County and is published in February of every year and adopted through the County Court effective April 1st of every year. The current valuation table is as follows:

Total Valuation	Fee
\$1 to \$500	\$14.40
\$501 to \$2,000	\$14.40 for the first \$500.00 plus \$2.16 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$46.80 for the first \$2,000 plus \$8.64 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$245.52 for the first 25,000 plus \$6.47 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$394.33 for the first \$50,000 plus \$4.32 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	\$610.33 for the first \$100,000 plus \$3.60 for each additional \$1,000 or fraction thereof

- 1.) 12% State Surcharge is required to be added to Building fees as per State of Oregon.
- 2.) Code Compliance Fee for New Residential, Single Family Dwelling valuations will be 0.15% of building valuation (Maximum of \$300.00) (Supports code enforcement program.)
- 3.) Code Compliance Fee for New Accessory Building valuations 0.15% of building valuation (Maximum fee of \$200.00) (Supports code enforcement program)
- 4.) Code Compliance Fee for Commercial Structures Valuations 0.15% of building valuations (Maximum fee of \$300.00) (Supports code enforcement program).
- 5.) Minimum Building Permit Valuation Fee is \$5,000.
- 6.) Agricultural Building Exemption Review \$55.00
- 7.) Residential Demolition Permit Fee \$85.00
- 8.) Commercial Demolition Permit Fee \$220.00
- 9.) Additional Plan Review - Plan modifications – 2 hour minimum \$85.00 hr
- 10.) Refund processing fee (refunds must be requested within 180 days of application. Refunds are not available for any work that has been performed.) 75.00
- 11.) Change of Occupancy Review \$150.00

- 12.) Complex/large project consultation or review fee (may include charges for review from technical experts as ACS) 2 hour minimum \$150.00/hr
- 13.) Re-Roofing, Residential \$147.00
- 14.) Re-Roofing Fee Commercial Only Based on the Valuation of the Project
- 15.) A Fire Life Safety Plan Review Fee is required on all structures over 4000 sq. ft. and/or any project deemed necessary by the Building Official and assessed based on 40% of the Permit Fee.
- 16.) Addressing Fee:
A Utility Address may be required for a permit where a utility is requested. \$25.00
- 17.) Address Fees: County: \$100.00 Community Development
\$10.00 Road Sign Reserve
\$25.00 Fire Marker Fee = \$135.00

City: \$100.00 Community Development
\$10.00 Road Sign Reserve = \$110.00
- 18.) Fire Marker Fee \$25.00
- 19.) Re-Inspection Fee \$100.00
- 20.) Investigation fee \$100.00/hr
- 21.) Each additional inspection \$100.00
- 22.) Inspection outside normal business hours – 2 hour minimum \$75.00/hr
- 23.) Inspection for which no fee is indicated \$100.00/hr
- 24.) Replacement Copy provided by owner for Plan Review and Stamp \$30.00
- 25.) Copying of Plans Reviewed, Stamped Plans \$30.00
- 26.) Permit Reinstatement due to expired permit (within 6-month window) 50% of current fee for new permit. New Permit Fee thereafter.
- 27.) Permit History Research Fee \$25.00 + .25 per page
- 28.) Permit Shipping \$10.00
- 29.) Phased Plan Review “per phase” for Residential/Commercial. \$250 minimum phasing fee plus 10% of the total project building permit fee, not to exceed \$1,500.00 for each phase.
- 30.) Deferred plan Review – 65% of permit fee on deferred portion valuation with a \$250.00 minimum fee
- 31.) Temporary Certificate of Occupancy – Commercial \$375.00
- 32.) Temporary Certificate of Occupancy – Residential \$225.00
- 33.) Temporary Gold Seal Job Trailer Placement Inspection
 - a. Single-wide unit \$450.00
 - b. Double-wide unit \$550.00
 - c. Triple-wide unit \$650.00

Manufactured Home Park Fee Schedule – Valuation

Table 1	
\$1 to \$500	\$25
\$501 to \$2000	\$25 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000

\$2001 to \$25,000	\$58 for the first \$2000 plus \$9.90 for each additional \$1000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof

Evaluation: Table 2 – spaces per acre

Park Class A:

4 or less	5901
5	5517
6	5197
7	4941
8	4685
9	4493
10	4365
11	4301
12	4237

Park Class B:

4 or less	5504
5	5120
6	4800
7	4544
8	4288
9	4096
10	3968
11	3904
12	3804

Park Class C:

4 or less	5312
5	5028
6	4608
7	4352
8	4269
9	3904

10	3776
11	3712
12	3648

Note:

1. Table 2 is based on the 1990 evaluation of Mobile Home Parks published by Oregon Department of Revenue
2. Deduct ten percent from the valuation of parks constructed east of the Cascade Summit.
3. "Class A" parks contains paved streets, curbs and no sidewalks.
4. "Class B" Parks contains paved streets, no curbs and no sidewalks.
5. "Class C" parks contain no paved streets, no curbs, but have a sidewalk on one side of each street.

Additional plan review (required when approved plan is added to, changed, or revised – Min. 1/2 hour)	\$75.00
Consultation fee (min charge - one hour)	\$150.00
Plan check fee for manufactured home park	65%
Prefabricated structural inspections (includes site development and connection of the prefabricated structure)	_____
MH Park Installation connection	_____

Recreation Park Fee Schedule

Table 1	
\$1 to \$500	\$25
\$501 to \$2000	\$25 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
\$2001 to \$25,000	\$58 for the first \$2000 plus \$9.90 for each additional \$1000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof

Recreation Park Valuation Table - Table 2

Park Class A:

6 or less spaces per acre	2637
8 spaces per acre	2470
10 spaces per acre	2320
12 spaces per acre	2189
14 spaces per acre	2074
16 spaces per acre	1978
18 spaces per acre	1907
20 spaces per acre	1849
22 spaces per acre	1798

Park Class B:

6 or less spaces per acre	2483
8 spaces per acre	2317
10 spaces per acre	2176
12 spaces per acre	2035
14 spaces per acre	1920
16 spaces per acre	1824
18 spaces per acre	1754
20 spaces per acre	1696
22 spaces per acre	1645

Park Class C:

6 or less spaces per acre	2483
8 spaces per acre	2317
10 spaces per acre	2176
12 spaces per acre	2035
14 spaces per acre	1920
16 spaces per acre	1824
18 spaces per acre	1754
20 spaces per acre	1696
22 spaces per acre	1645

Plan check fee for Rec park 65 %

Solar Fees:

- | | |
|---|-------------------------------|
| 1.) Solar Photo voltaic prescriptive (roof-mounted) | \$155.00 |
| 2.) Solar Photo voltaic – non-prescriptive | Fee is based on the valuation |
| of the project – see Structural Permit fee table for rates. | |

Mechanical Fees:

All mechanical permits are subject to a state Surcharge of 12% of the total permit fee. The minimum mechanical permit application fee is \$100.00.

The Mechanical Plan Review Fee is based on valuation of 75% of the determined Permit Fee, where applicable.

Commercial Mechanical permits are based on the valuation of the project – see Structural Permit fee table for rates.

- | | |
|--------------------|---------|
| 1. Air Conditioner | \$13.29 |
|--------------------|---------|

2. Air handling unit up to 10,000 cfm	\$13.29
3. Air handling unit 10,001 cfm and over	\$17.72
4. Appliance vent installation, relocation or replacement not included in an appliance	\$10.52
5. Attic/crawl space fans	\$7.75
6. Chimney /liner/flue/vent	\$11.08
7. Clothes dryer exhaust	\$11.08
8. Decorative gas fireplace	\$11.08
9. Evaporative cooler other than portable	\$7.75
10. Floor furnace, including vent	\$11.08
11. Flue Vent for water heater or gas fireplace	\$9.42
12. Furnace/burner including duct work/vent/liner	\$17.72
13. Gas or wood fireplace/insert	\$17.72
14. Gas Fuel piping outlets	\$11.08
15. Heat pump	\$16.62
16. Hood served by mechanical exhaust, including ducts for hood	\$7.75
17. Hydronic hot water system	\$70.90
18. Mini spit system	\$16.62
19. Oil tank/gas/diesel generators	\$16.62
20. Pool or spa heater, kiln	\$11.08
21. Propane or natural gas vented room heaters, gas fired appliances, includes vent	\$17.75
22. Range hood/other kitchen equipment	\$10.52
23. Suspended heater, recessed wall heater, or floor mounted floor heater	\$11.08
24. Ventilation fan connected to single duct	\$7.75
25. Ventilation system not a portion of heating or air-conditioning system	\$7.75
26. Water heater	\$44.31
27. Wood/pellet stove	\$17.72
28. Other heating/cooling	\$11.08
29. Other fuel appliance	\$11.08
30. Other environment exhaust/ventilation	\$7.75
31. Mechanical-additional plan review per hour (min 2 hours)	\$85.00
32. Re-inspection fee-mechanical	\$90.00
33. Inspections outside normal business hours – mechanical (min 2 hours)	\$75.00
34. Inspections for which no fee is specifically indicated – mechanical (2 hours min)	\$75.00
35. Mechanical investigation fee	\$100.00/hr
36. Minimum fee – mechanical	\$100.00

Plumbing Fees:

All Plumbing permits are subject to a State Surcharge of 12% of the total permit fee

The minimum Plumbing Permit Application Fee is \$100.00

Plumbing Plan Review Fee is 75% of the permit fee.

1. Permit Fee, where applicable. Sanitary Sewer-first 100'	\$74.17
2. Storm Sewer-first 100'	\$74.17
3. Water Service - first 100'	\$74.17
4. Backflow preventer	\$74.17
5. Each additional 100' of water, sewer or storm sewer line	\$60.93
6. Water heater	\$44.31
7. Reinspection fee	\$/100.00 ea
8. Each additional inspection – plumbing	\$75.00

9. Inspections for which no fee is specifically indicated – plumbing (2 hours min)	\$75.00
10. Inspections outside normal business hours – plumbing (2 hours min)	\$75.00
11. Plumbing investigation fee	\$100.00
12. Plumbing – additional plan review per hour (2 hour minimum)	\$85.00
13. Single Family Residence –additional bath/kitchen	\$140.00
14. First Kitchen & Bathroom includes 100’ of water, sewer & storm lines	\$175.00
15. First Kitchen & 2 Bathrooms Includes 100’ of water, sewer & storm lines	\$300.00
16. First Kitchen & 3 Bathrooms includes 100’ of water, & sewer & storm lines	\$340.00
17. Each fixture as marked on application	\$24.72
18. Re-piping of existing fixtures - per fixture	\$24.72
19. Residential Fire Sprinklers (connected to potable water) 13D:	
0-2,000 sq. ft.	\$136.00
2,001-3,600 sq. ft.	\$150.13
3,601 to 7,200 sq. ft.	\$190.78
Over 7,200 sq. ft.	\$232.77

Medical Gas Fees:

If the valuation is:

\$1.00 to \$5,000

\$5,001 to \$10,000

\$10,001 to \$100,000

\$100,001 and above

Your Fee is:

\$110.78

\$110.78 for the first \$5,000 plus \$1.66 per add’l \$100 or fraction thereof

\$193.78 for the first \$10,000 plus \$ 11.30 per add’l \$1,000 or fraction thereof

\$1210.78 for the first \$100,000 plus \$7.76 for each add’l \$1,000 or fraction thereof

Manufactured Homes:

1. Manufactured Home permits are subject to a \$30.00 State Administration Fee.
2. Manufactured Home placement fee of \$550.00 + 12% State Surcharge +\$30.00 State Fee = \$646.00
3. Manufactured Home Code Books \$35.00

The 12% State Surcharge will be applied to the following fees:

 - a. Inspections outside normal business hours (2 hour minimum) \$75.00hr
 - b. Inspections for which no fee is indicated. (2 hour minimum) \$75.00 hr
 - c. Manufactured dwelling investigative fee \$100.00
 - d. Reinspection fee \$100.00 ea

Electrical Division Fees: Minimum permit fee is \$100.00

1. All electrical permits are subject to a State Surcharge of 12% of the total permit fee
2. Electrical plan review is 25% of the permit fee when required
3. Master Electrical application permit fee \$100.00
4. Master Electrical hourly inspection fee \$100.00
5. Residential, per unit, service included
 - A.)1,000 sq. ft. or less \$166.16
 - B.)Each additional 500 sq. ft. or portion thereof \$27.69

Multi-family is based on largest unit using residential square footage with each additional unit at 50%

New or replacement road name sign/stop/post installed by County Road Dept. that is within the County Right of Way on a Private or Public Road \$750.00

Code Enforcement Fees:

- 1.) Code Compliance fee for on-site (septic) Environmental Health Program applications (Supports code enforcement program) 6% of Environmental Health fee
- 2.) Code Compliance fee for Planning applications (Supports code enforcement program) 10% of Planning Dept. fee
- 3.) Code Compliance Fee for New Residential Buildings 0.12% of building valuation (Maximum fee of\$200.00) (Supports code enforcement program)
- 4.) Code Compliance Fee for New Accessory Buildings 0.12% of building valuation (Maximum fee of\$100.00) (Supports code enforcement program)
- 5.) Code compliance Fee for Commercial Buildings 0.12% of building valuation (Maximum fee of\$300.00) (Supports code enforcement program)
- 6.) Code Enforcement Hourly Rate \$75.00/hour
(As permitted by Crook County Code Title 1, cost recovery)
- 7.) Site investigation 2 hour minimum \$75.00/hour
- 8.) Code compliance letter, research and investigation 2 hour minimum \$75.00/hour
- 9.) Code compliance hearing fee \$250.00

On-Site (Septic Systems)

Fee schedule for on-site septic program includes the state surcharge of\$100 for all site evaluation, permits and other activity where an application is required: all state fee schedules are subject to change based on legislative action and may be revised throughout the year. A code compliance fee of 6% of the County's base fee (before the DEQ surcharge is added) for specific on-site septic permits rounded to the nearest dollar amount is also included in the fee schedule.

Site evaluation fee	\$760.00
Septic system permit, first 1,000 gallons, standard system	\$920.00
Septic system permit, first 1,000 gallons, capping fill	\$1,125.00
Septic system permit, first 1,000 gallons, grey water sump	\$470.00
Septic system permit, first 1,000 gallons, pressure distribution	\$1,335.00
Septic system permit, first 1,000 gallons, redundant	\$705.00
Septic system permit, first 1,000 gallons, sand filter	\$1,650.00
Septic system permit, first 1,000 gallons, sapolite system	\$850.00
Septic system permit, first 1,000 gallons, seepage trench	\$1,120.00
Septic system permit, first 1,000 gallons, steep slope	\$1,120.00
Septic system permit, first 1,000 gallons, tile dewatering	\$2,310.00
Each 500 gallons ("commercial" septic systems) above 1,000 or part thereof	
Add'l	\$155.00
Plan review, commercial facility system, 0-600 gallons---	
(Covered under the permit fee)	\$0.00
Plan review, commercial facility system, 600-1,000 gallons	\$260.00
Plan review, each 500 gallons or part thereof above 1,000-2,500 gallons	Add'l \$55.00
Renewal/reinstatement/transfer permit (original permit w/I 1 year of expiration)	\$400.00
Major septic system repair, single family dwelling	\$495.00
Minor septic system repair, single family dwelling	\$340.00

Major commercial septic system repair	\$550.00
Minor commercial septic system repair	\$365.00
Major septic system alteration/relocation (drain field)	\$810.00
Minor septic system alteration/relocation (tank)	\$495.00
ATT annual report review-in-house	\$50.00
ATT systems permit/with/ without pressure distribution	\$1,390.00
ATT systems O&M Inspection	\$400.00
Holding tank permit	\$860.00
Holding tank inspection report-in-house	\$40.00
Holding tank inspection annual-field	\$250.00
Authorization, field visit required-permit issued under the authorization will be without the repair fee.	\$630.00
Authorization, no field visit required	\$300.00
Evaluation/renewal of temporary/hardship authorization	\$300.00
Existing system evaluation-field	\$640.00
Sewage disposal service, pumper truck inspection, first truck	\$150.00
Sewage disposal service, each additional truck	\$60.00

Re-inspection fee-when a pre-covered inspection correction requires a subsequent reinspection due to the previous corrections not being made. No further inspections until the reinspection fee is paid.
\$200.00

Pump evaluation Fee for all permits that specify the use of a pump or dosing system except for Sand Filter, ATT, Recirculating gravel filter and pressurized distribution systems	\$50.00
On-site specialist consultation fee, in-house, 1-hour minimum	\$100.00/hour
On-site specialist consultation fee, field, 1-hour minimum	\$200.00/hour
Refund/Administrative fee	\$50.00

On-Site may charge twice the established fee for a septic permit or approval if work is commenced before the required permits have been issued.

Notice: A \$100.00 surcharge to offset DEQ administrative and oversight costs and are assessed by DEQ for each site evaluation, construction, repair, renewal authorization, all other activities for which an application is submitted. There is no surcharge for pumper truck inspections. The proceeds are forwarded to DEQ on a quarterly basis. The surcharge is set by the State of Oregon and will be adjusted to reflect State-imposed changes.

Planning

(Unless otherwise indicated all applications include an additional Code Compliance Fee of 10% of the total application fees)

(Note: Code Compliance fees may double for violation cases)

Appeals—Remands [No Code Compliance Fee]

Appeal, Planning Commission	\$250.00 or as set by statute
Appeal, County Court	application fee (deposit) \$2,050.00 + 20% of original
	Actual costs with deposit required at time of appeal submission
Covers costs for notices mailed, copy charges, staff time and other costs. Appellant must also provide transcripts of relevant meeting tapes at appellant's expense	
CD/USB records	\$5.00 each

DOCUMENTS PURCHASED

Duplication fees	\$0.25/page
Duplication of oversize exhibits	\$5.00/page
Local Appeal Record	\$5.00 per CD/USB

LAND PARTITIONS

Land partitioning (Residential, Commercial or Industrial)	
Land partitions (two – three lots)	\$1,900.00
Measure 49 Land Partition	\$1,575.00
Farm partition/forest partition (two – three lots)	\$1,900.00
Boundary Line Adjustment	\$725.00
Lot Combining – Uncombining	\$425.00
Final Plat Review	\$160.00
Replat	\$725.00

CONDITIONAL USE PERMITS

Conditional use permit, administrative (e.g. Dog Kennels, Home Occupations)	\$1,000.00
Conditional use permit, w/hearing (e.g. bed & breakfast; golf course, multi-family residential)	\$2,600.00
Conditional use permit, modification of conditions, administrative	\$475.00
Conditional use permit, modification of conditions w/hearing	\$1,600.00
Conditional use permit – Temporary hardship dwelling	\$370.00
Temporary hardship renewal (every 2 years)	\$25.00
Conditional use – mineral aggregate	\$9,000.00
Conditional use – commercial energy (Additional fee will apply if a Goal exception is required)	\$10,000.00
Non-resource dwelling – conditional use permits	
Conditional use permit, Non-farm dwelling on existing parcel	\$2,500.00
Conditional use permit, Non-farm partition (two to three lots)	\$5,000.00
Conditional use permit, forest dwelling	\$3,200.00

AMENDMENTS

Comprehensive plan amendment	\$5,250.00
Comprehensive plan amendment, required goal exception	\$7,350.00
Zone map change, measure 56 notice required	\$5,252.00
Zone map change, if <u>no</u> measure 56 notice required	\$2,625.00
Zone text change, measure 56 notice required	\$4,200.00
Zone text change, if <u>no</u> measure 56 notice required	\$2,625.00

SITE PLAN REVIEWS

Site plan review – residential	\$675.00
Site plan review – accessory structure	\$125.00
Site plan review—accessory farm help dwelling	\$1,100.00
Site plan review – accessory farm family dwelling	\$1,100.00
Site plan review – farm dwelling	\$1,100.00
Site plan review—accessory forest-family dwelling	\$1,100.00
Site plan review – lot of record – ORS 215.705	\$1,100.00
Site plan review – Commercial, industrial,	\$1,000.00
Site plan review - utility facilities, cell towers	\$3,025.00

SITE PLAN MODIFICATIONS

Site plan modification	\$250.00
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SUBDIVISIONS / PLANNED UNIT DEVELOPMENTS

Outline development / master plan	\$3,150.00+\$200/lot + 10% compliance fee
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Subdivision name changes	\$525 each change
Final plat review	\$1,000.00
Subdivision modification request by applicant w/hearing	\$21000.00
Public hearing extension request	\$525.00
Replat	\$825.00

DESTINATION RESORT

Conditional use permit, modification	\$27,000.00
Subdivision Phase	\$3,0.00+\$200.00 per lot +
10% compliance fee	
Site plan review – residential	\$850.00
Site plan review – commercial	\$1,750.00
Final development review	\$1,100.00
Final plat review	\$1,000.00
Replat	\$825.00

OTHER PERMIT FEES

Legal parcel/lot determination 1-4 lots	\$800.00 +\$50.00/lot
Legal parcel/lot determination 5+ lots	\$275.00 +\$50.00/lot
Complex project fee	\$1,000.00 deposit + actual costs
Variance without public hearing	\$250.00
Variance with public hearing	\$1,100.00
Vested right application	\$550.00
Sign permit	\$225.00
Temporary use permit – Property owners RV on lot for up to 6 months	\$200.00
Temporary use permit – Renewal fee for property owner RV next 6 months	\$25.00
Land Use Compatibility Statement	\$75.00
Planning Director Determination (Interpretation-Advisory Only)	\$865.00
Staff Research/Consultation	\$25.00 per hour
All land use extension requests	\$250.00
Refunds requests (<i>if applicable</i>)	100% of original fee
Farm stand reviews	\$250.00
One mile study/soils report	\$200.00
Wildlife density analysis	\$75.00

EVENTS

Agritourism in County Exclusive Farm Use Zones	\$1,000.00
Social Gatherings	As identified in Crook County Code 5.04 Article II –

101 – 250 participants	\$200.00
250 – 500	\$500.00
500 – 1,000	\$1,000
1,000 – 3,000	\$1,500

Mass Gatherings	As identified in Crook County Code 5.04 Article I - \$5,000.00
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ROAD APPROACH / VACATION

Road approach permit – residential, new	\$250.00
For County-maintained roads or roads approaching County-maintained roads <i>(\$125 to Planning, \$125 to Road Department)</i>	
Public and private roads that do not approach state, County, or City roads <i>(\$125 to Planning, \$125 to Code Compliance)</i>	
Road approach permit – residential, grandfathered	\$125.00
For County-maintained roads or roads approaching County-maintained roads <i>(\$35 to Planning, \$90 to Road Department)</i>	
Public and private roads that do not approach state, County, or City roads <i>(\$35 to Planning, \$90 to Code Compliance)</i>	
<i>No fee for access created prior to 2000. Grandfathered Access permits are for single homes only.</i>	
Re-Inspection fee	(per re-inspection) \$50.00
Subdivision / PUD / Destination Resort approach	
\$1,000.00	
For County-maintained roads or roads approaching County-maintained roads <i>(\$400 to Planning, \$600 to Road)</i>	
Public and private roads that do not approach state, County, or City roads <i>(\$400 to Planning, \$600 to Code Compliance)</i>	
Commercial/ industrial or institutional approach	\$500.00
For County-maintained roads or roads approaching County-maintained roads <i>(\$250 to Planning, \$250 to Road)</i>	
Public and private roads that do not approach state, County, or City roads <i>(\$250 to Planning, \$250 to Code Compliance)</i>	

ROAD VACATION

Road Vacation	\$1,360.00
	<i>(\$910.00 to County Counsel, \$450.00 to Road)</i>

ROAD DEVELOPMENT INSPECTION FEES

Public and Private Roads -- Road Inspection costs are paid to a third-party engineering firm. The fees below reflect the actual costs.

Type	PADT (potential average daily trips)			Resorts
	0-20	21-99	100 or more	
Traffic review	\$1,650.00	\$1,650.00	\$5,000.00	\$15,000.00
Plan review	\$3,000.00	\$4,000.00	\$5,000.00	\$15,000.00
Site observations	\$2,460.00	\$2,460.00	\$2,460.00	\$5,000.00

Payment of site observation fee includes cost of storm water plan review.

Note 1: Proposed fees assume three reviews will be adequate. For projects requiring additional visits, additional fees will apply.

Note 2: Proposed fees assume four site visits will be adequate. For projects requiring additional visits, additional fees will apply.

Note 3: Assumes 4 site visits (sub base, 3/4", 1/2" and paving). For projects requiring additional visits, additional fees will apply.

Note 4: Proposed fees shown are for subdivisions up to 200 PADT. For subdivisions in excess of 200 PADT, additional fees will apply.

Consultant fee

Actual costs of service

Consulting fees are charged when in the judgment of the Planning Director, Planning Commission, or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance. Examples include but are not limited to evaluation of a proposed energy-related facility and related impacts, evaluation of environmental impact of certain industries, evaluation of the impact of certain applications on airport operations or a traffic-impact study.

COMMUNITY CORRECTIONS

Monthly Supervision Fee	\$35.00
DNA Collection Fee	\$10.00
Dirty Urinalysis Fee	\$20.00
Interstate Compact Fee	\$100.00
Work Crew Orientation Fee	\$25.00
Work crew hourly rate	\$6.00

COUNTY CLERK

Board of Property Tax Appeals hearing CD copy	\$10.00
Computer prints:	\$0.40 each
Electronic voter list (email, CD or USB)	\$35.00
Additional first page recording fee (<i>in addition to statutory fee; supports computer replacement</i>)	\$5.00
Domestic Partnerships conciliation fee	\$10.00
HB 2436 Implementation – (ORS 205.323) (includes the 2018 HB 4007 updates)	\$1.00 per document assessed the Housing Alliance Fee
HB 2339 & SB 618 Implementation	\$2.00 per document assessed the A&T Fee
Marriage License Amendments	\$25.00

COUNTY COURT & COUNTY COUNSEL

County Court meeting cassette tape copy, per tape	\$5.00 each
CD dubbing, per CD	\$5.00
County Liquor License Application	
New	\$50.00
Renewal	\$25.00
Legal Counsel review	Weighted hourly wage per time spent on project

DISTRICT ATTORNEY

Traffic violations	\$5.00
Diversion revocations	\$10.00
Probation violations (misdemeanor and felony)	\$10.00

Non-traffic violations and misdemeanor crimes	\$10.00
Felony crimes	\$15.00
Felonies involving unusually large amounts of discovery	\$50.00
Homicides	\$100.00
Audio and video cassette tapes	\$10.00
Diskettes or compact discs	\$10.00
Expungement Process	\$60.00

EXTENSION

4-H CLOVER CLUB BUILDING RENTAL RATES

	Non-Profit Organization		Commercial (For-Profit) Organization	
	Per Hour	Entire Day	Per Hour	Entire Day
Griffin Classroom	\$30	\$150	\$45	\$200
Assembly Room	\$40	\$200	\$55	\$250
Entire Building	\$50	\$250	\$75	\$350
Cleaning / Damage Deposit	\$300		\$300	
Key Deposit	\$10		\$10	

Copies/Prints

B/W 8½x11 Copy Paper	\$0.10
Color 8½x11 Copy Paper	\$0.50
Double-sided copies	price is doubled.

Faxes

Local	\$1.50/up to 10 pages
Long Distance	\$2.50/up to 10 pages
Additional pages over 10	\$.50 per page

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Professional Services

Standard labor rate	\$85.00/hr (1 hr min.)
Quick Maps – Small Format (Basic layers with or w/o imagery)	\$10.00 + print costs
Quick Maps – Large Format (Basic layers with or w/o imagery)	\$15.00 + print costs
Custom Mapping	\$85/hr (1 hr min)
GIS Database Analysis	\$85/hr (1 hr min)

Printing (Small format)

8.5 X 11 (B&W)	\$0.50 per sheet
8.5 X 11 (Color)	\$1.00 per sheet
11 X 17 (B&W)	\$1.00 per sheet
11 X 17 (Color)	\$2.00 per sheet

Printing (Large format)

Plat Copy (B&W)	\$5.00 per sheet
Maps/other (B&W)	\$1.50 per sq ft (\$10 min)
Maps/other (Color)	\$2.00 per sq ft (\$10 min)

Scanning

Small Format (11 X 17 and smaller)	\$0.50 per sheet (\$5 min)
Large Format (larger than 11 X 17)	\$1.50 per sq ft (\$15 min)

Custom services

1- mile study and report	\$170.00
Soil survey 1:	\$25.00
Soil survey 2:	\$75.00
GIS Data	
Custom Data Request	\$85/hr (1 hr min)
CD creation	\$5.00
GIS Mapping fee (included in planning fees)	
Conditional use permit, non-farm partitioning/vacant/herbaceous forest	\$60.00 per lot
Conditional use permit, non-farm partitioning w/existing residence	\$60.00 per lot
Conditional use permit, non-farm dwelling on existing parcel	\$60.00
Conditional use permit, farm partitioning	\$60.00
Conditional use permit, non-residential	\$60.00
Site plan review, residential or commercial	\$60.00
Subdivision, PUD, condo, per unit	\$60.00 per lot
Final plat review, subdivision	\$60.00 per lot
Road Vacation	\$60.00

HEALTH DEPARTMENT

In most cases, the increases in immunizations are based on changes in the cost of supplies. The allowable Medicaid immunization reimbursement is \$21.96.

Certain fees shown are subject to adjustment on a sliding scale basis for qualifying individuals as determined by Federal guidelines.

Worksite Wellness:

Health Education/Training/Promotion/Consultation (Non County Businesses)	\$30.00 - \$75.00
Blood Borne Pathogen Training	\$40.00
Other Training (Businesses)	\$20.00

Immunizations

Vaccine For Children (VFC and 317 Program): Vaccine from the State – No Charge for Cost of Vaccine, only the administration fee of \$21.96 (New fee developed by DMAP for billing).

DTaP (Tripedia)	\$21.96
DTaP/IPV/Hib (Pentacel)	\$21.96
DTap/Hep B/IPV (Pediatrix)	\$21.96
DTap/IPV (Kinrix)	\$21.96
DTap/Hib (TriHiBit)	\$21.96
Hepatitis A Pediatric (Havrix)	\$21.96
Hepatitis B Pediatric (Recombivax)	\$21.96
Hepatitis B/Hib (Comvax)	\$21.96
Hib (ActHib)	\$21.96
HPV (Gardasil)	\$21.96
IPV (IPOL)	\$21.96
Meningococcal –MCV4 (Menactra)	\$21.96
MMR (Measles, Mumps, Rubella)	\$21.96
MMRV (Measles, Mumps, Rubella, Varicella) (ProQuad)	\$21.96
PCV13 (Pneumovax)	\$21.96
Polio IPV	\$21.96

Rotavirus (RotaTeq)	\$21.96
Td Immunization (7 and older)	\$21.96
Tdap Immunization (10-18 years - Boostrix)	\$21.96
Varicella (Chickenpox – Varivax)	\$21.96
Non VFC Fee	\$21.96 + Cost of Vaccine
<u>Special Programs** Admin. Fee only</u>	
Influenza (VFC and special population)	\$21.96
Flumist (VFC)	\$21.96
IG – only pay administration fee	\$21.96

Special Programs – No Fee

COVID-19 Vaccine	\$0
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Vaccines Non VFC Program Adult and Travel****Administration Fee included in Price**

Hepatitis A Immunization (Havrix)	cost +\$21.96
Hepatitis B Immunization (Havrix)	cost +\$21.96
Hep A/Hep B Combo (Twinrix)	cost +\$21.96
Influenza (non VFC – Adult)	\$45.00
Pneumo – PCV23 – (Adult)	cost +\$21.96
Tetanus(adult booster) (Boostrix)	cost +\$21.96

Vital Statistics and Medical Records:

Birth and Death Certificates (First)	\$25.00
Additional Birth and Death Certificates, each	\$25.00
Replacement Fee (Birth and Death)	\$5.00/each
Record page copies - client chart (after ten pages)	\$0.25 per page
Expedited Order Fee	\$7.00

Miscellaneous:

Shot Record Replacement	\$1.00
Head Lice Check	\$10.00
Blood Pressure Check	\$1.00
STI Exam (all inclusive)	\$135.00

Increases in fees for the Reproductive Health program are based on the Required Cost Analysis which demonstrated the following charges.**Lab Tests:**

Laboratory Processing Specimen	\$20.00
Venipuncture/Court Ordered	\$15.00
Venipuncture/VDRL, Hepatitis	\$15.00

In House Testing:

HCG Pregnancy Urine (Lab Test)	\$12.00
Hemoglobin	\$12.00
HIV C/T Rapid Test	\$50.00
HIV Rapid Test – State Program	(no charge per state contract)
UA w/o Micro	\$15.00
Wet Mount (Lab Test)	\$15.00
Rapid Hepatitis C Test	(no charge per state contract)

External Lab Testing:

Chlamydia/GC	\$20.00
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Herpes Culture	\$65.00
HIV C/T Test (Sliding Scale)	\$25.00
Thin Prep Pap with Co Testing	\$90.00
Thin Prep Pap Smear	\$65.00
Syphilis Serology + venipuncture fee	\$25.48 + \$15.00
Hepatitis C + venipuncture fee	\$20.00 + \$15.00
Hepatitis B + venipuncture fee	\$15.00
Liver Panel + venipuncture fee	\$15.00 + 15.00
Titer (rubella, rubeola, varicella, Hep B surface, Hep C)	\$20.00 + \$15.00
	+ venipuncture fee \$55.00 + \$15.00
Quantiferon (Risk)	N/C

(If more than one titer is being done, only charge 1 venipuncture fee)

***Lab Fees – actual flow- outside lab price – may change due to laboratory cost change.**

Injections

Therapeutic/Antibiotic Injection Administration \$15.00

Dispensed Medications

Azithromycin 1 gram	State Supplied
Aldara (charge at cost, no slide, client must prepay)	\$10.00 each
Condylox Gel Packet	\$4.00
Doxycycline 100 mg	\$0.05 per pill
Rochepin (STD)	State Supplied
Metronidazole 500mg	\$0.25 per pill
Metronidazole Cream	\$5.00
Valtrex	\$1.50
Fluconazole	\$2.50

***Reproductive Health Contraceptive Supplies: Sliding Fee Scale (Changes are based on our cost and changes in the cost of supplies)**

Condoms – latex (Pack of 12)	\$5.00
Condoms – non-latex (per box)	\$13.00
Condoms – Female (per 1)	\$4.00
Depo-Provera	\$40.00 per injection
Diaphragm	\$65.00
ECP Pills (Plan B)	\$10.00
ECP (Ella)	\$30.00
Implanon	\$475.00
IUD (Mirena)	\$350.00
IUD (Paraguard)	\$275.00
Oral Contraceptives	\$10.00 based on cost
Spermicides	\$8.00
Sponge	\$4.00
Nuva Ring	\$20.00
Skyla intrauterine device	\$490.09
Xulane	\$30.00

Reproductive Health New Patient Office Visit

99201 Problem Focused (10 min. face to face)	\$100.00 per visit
99202 Expanded Problem Focused (20 min. face to face)	\$185.00
99203 Detailed low (30 min. face to face)	\$230.00

99204 Comprehensive Moderate (45 min. face to face)	\$345.00
99205 Comprehensive High (60 min. face to face)	\$406.00
<u>New Patients Preventive Visits</u>	
<u>Code</u>	<u>Billing Price</u>
99384	\$221.00
99385	\$221.00
99386	\$221.00
<u>Reproductive Health Established Patient Office Visit</u>	
99211 RN Visit	\$79.00
99212 Problem Focused (10 min. face to face)	\$79.00
99213 Expanded Problem Focused (15 min. face to face)	\$125.00
99214 Detailed low (25 min. face to face)	\$175.00
99215 Comprehensive Moderate (40 min. face to face)	\$250.00
<u>Established Preventive Visits</u>	
99394	\$175.00
99395	\$75.00
99396	\$75.00
<u>RH Program/</u>	
<u>Contraceptive/Counseling Visit</u>	
Low Complexity	\$60.00
Moderate Complexity	\$160.00
High Complexity	\$220.00
<u>DMAP Clients Only</u>	
All inclusive visit	\$135.00
<u>Procedures</u>	
Diaphragm Fit	\$135.00
IUD Insertion	\$150.00
IUD Removal	\$175.00
Wart Treatment (1-14 – cryotherapy)	\$188.00
Wart Treatment (15 or more – cryotherapy)	\$225.00
Implanon Insertion	\$100.00
Implanon Removal	\$100.00
<u>Maternal Child Health Programs* (These were not listed on fee slip previously)</u>	
*Fees set by State OHA Program and may adjust as OHA adjusts fees. These fees are billed through Medicaid.	
Babies First Targeted Case Management	\$460.36
Expanded Babies First Targeted Case Management	\$460.36
CaCoon Targeted Case Management	\$460.36
<u>Tuberculosis Services – Medications (No Charge – State Supplied)</u>	
PPD – TB Test	\$30.00
Vitamin B6	N/C
Ethambutol	N/C
Isoniazid	N/C
Pyrazinamide	N/C
Rifampin	N/C
TB Test-IGRA (blood test) N/C plus venipuncture fee	\$0.00 +15.00
<u>Food Service Inspection</u>	

Food service inspection fees are those authorized by the Oregon DHS. In addition, the following fees and surcharges are authorized:

Full service restaurant/caterer fees based on seating criteria

0-15 seats	\$480.00
16-50 seats	\$545.00
51-150	\$615.00
150+ seats	\$650.00
Bed and breakfast	\$210.00
Limited service restaurant	\$250.00
Commissary	\$365.00
Warehouse	\$210.00
Mobile unit, licensed in-County	
Class I	\$220.00
Class II	\$230.00
Class III	\$255.00
Class IV	\$270.00
Mobile unit, licensed out of County, inspected in Crook County, per event	\$25.00
Temporary restaurant license, one day event	\$65.00
Temporary restaurant license, two or more days	\$70.00
Temporary restaurant discount (when applied for 10 days in advance)	\$5.00
Intermittent temporary restaurant license no more than 30 days same food/location, more than one oversight organization	\$65.00
Seasonal temporary restaurant license no more than 90 days same location/food and under one oversight organization	\$65.00
Intermittent/Seasonal Operational Review- prior to either permit being issued (needs to be obtained at least 14 days prior to license application)	\$55.00
Temporary benevolent-license (good for up to 13 one to three day events) (Must show valid IRS tax exempt I.D. number to qualify)	\$No Charge
(Intermittent and Seasonal for benevolent will require an Operational Review)	\$45.00
** Intermittent or seasonal temporaries requiring an additional inspection due to a complaint or infraction will be charged at the daily rate	
	\$40.00
Penalty fee for late renewal of restaurant license	\$100 per mo.
“Late” means after the 31st or last day of the month during which license was required	
Vending machines inspection per company	
1-10 machines	\$50.00
11-20 machines	\$50.00
21-30 machines	\$75.00
31-40 machines	\$100.00
41-50 machines	\$125.00
Tourist Facility inspection fees	
Bed and breakfast (non-kitchen inspection)	\$100.00
Travelers accommodations	\$100.00
Recreation park	\$100.00 plus per space charge as follows:
1-50 RV spaces	per space \$2.50
51-100 RV spaces	per space \$1.50
101+ RV spaces	per space \$1.00
Organizational camps	\$150.00
Destination resort overnight lodging unit cluster license	\$175.00
Destination resort hot tub maintenance permit	\$175.00

Note: Any person licensed under ORS 446.310 to 446.350 to engage in the recreation park or traveler's accommodations business who fails to renew a license on or before the expiration date is considered delinquent. If delinquency exceeds 15 days past the expiration date a penalty fee of 50 % of the annual license fee shall be assessed. The penalty fee will increase by 50 percent of the license fee on the first day of each succeeding month of delinquency.

Food Service Plan Review Fees/Initial/New Construction

Full service restaurant	\$275.00
Bed and breakfast and restaurant (if required)	\$275.00
Commissary	\$200.00
Warehouse	\$50.00
Limited service	\$150.00

Mobile units:

Class I	\$145.00
Class II	\$175.00
Class III	\$225.00
Class IV	\$245.00
Organizational Camp - w/o food kitchen building	\$200.00
Organizational Camp w/ food kitchen facility	\$275.00

Remodeling

Full service restaurant	\$150.00
All Others (turn-Key/no construction)	\$150.00

Other:

Daycare inspection	\$100.00
School inspection	\$125.00
Public swimming pool and spa inspection fee, first pool/spa	\$335.00
Additional (year round) pools and spas	\$235.00 each
Seasonal pool	\$230.00
Additional seasonal pool/spa	\$160.00
Loan inspections water	\$145.00
Food handler certificate	\$10.00
Food handler replacement certificate	\$5.00
Administrative fee non-specific to above listed fees.	\$5.00 per 15 minutes (\$5 minimum)
Environmental health specialist consultation fee, in-house (min. hrly charge)	\$95.00
Environmental health specialist consultation fee, field (min. hrly charge)	\$145.00

Note: A supplementary inspection charge equal to 50 percent of the annual license fee shall be assessed for each complete inspection required because of failure to meet applicable standards when such complete inspection is performed during the license period in addition to the two semi-annual inspections normally performed. Charges accrued and not paid during the current license period will be added to the license fee for the next license period and will be subject to the late penalty fee of \$100 for each month fee remains unpaid.

New licensees will not be assessed any surcharges accrued by the previous license holder. Any facility opened in Oct/Nov/Dec will be charged 50 percent of the required fees.

INFORMATION TECHNOLOGY (IT)

(Fees not charged to other units of County government.)

IT – Professional Services	
Server and Desktop Labor	\$85.00/hour billed in ¼ hour increments
Network and Wireless Labor	\$125.00/hour billed in ¼ hour increments
Consulting and Training Labor	\$150.00/hour billed in ¼ hour increments

JUVENILE DEPARTMENT

Probation supervision fee, per adjudication	\$30.00
Formal accountability, per agreement	\$10.00

LANDFILL

All weight-based charges are subject to a minimum charge based on 20 lbs. Weights above 20 lbs. will be rounded up to the next 20 lbs. increment due to scale calibration.

“In-county” refers to debris which is being hauled by a resident of Crook County bearing a driver’s license showing a Crook County address or a Crook County landfill-issued resident I.D. card.

General services

Minimum disposal rate, any transaction, for county residents with resident’s I. D. card	\$10.00
Minimum disposal rate, any transaction, for Out-of-County residents	\$12.00
Disposal rate, for county residents with resident’s I. D. card, per ton	\$50.00
Disposal rate for non-county residents and residents without I.D. card, per ton	\$60.00
Mixed load disposal rate (in and out of county residents)	\$65/ton (\$20 min.)
Order 2002-45 is of no further effect.	
All other commercial haulers, per ton In-County	\$50.00
All other commercial haulers, per ton Out-of-County	\$60.00
Fee for unsecured/untarped loads	\$10.00
Septage waste disposal, per gallon	per gallon, \$0.11
Contaminated soil originating In-County	\$35.00 per ton +\$50 surcharge
Contaminated soil originating Out-of-County	\$45.00 per ton +\$50 surcharge
Weight Ticket Only	\$1.00

Inert material/Construction debris

Concrete/cement per ton,	\$10.00
Dirt (clean) or Sod per ton,	\$10.00
Rocks or bricks per ton,	\$10.00
Asphalt per ton,	\$10.00

Waste Recovery Fees

Composted materials purchase	per yard if purchased on-site	\$14.00
Wood chips	per yard if purchased on site	\$5.00
Juniper chips	per yard if purchased on site	\$7.00
Gypsum	per ton if purchased on site	\$40.00
Burning barrel purchase		\$10.00 per barrel
Used mobile home axle purchase		\$100.00 per axle
Sweeper brush roller purchase		\$25.00

Appliance Disposal Fee

Stoves, washers, dryers, dishwashers	\$9.00
Water heater	\$5.00
Refrigerators/air conditioners	\$15.00
Microwaves	\$3.00
Propane tanks	\$5.00

Tires

Tire fee, pick-up, up to 20 lbs. without rim	\$3.00
Tire fee, pick- up, to 40 lbs. with rim	\$6.00
Tire fee, semi-truck, up to 100 lbs. without rim	\$7.00
Tire fee, semi-truck, up to 160 lbs. with rim	\$12.00
Tire fee, giant & tractor,	\$200.00 per ton

Mobile Home Disposal Fees

(Appliance Disposal Fees are in addition to the base disposal fee. In addition, tire fees are charged if there is no axle recovery. Salvage fee is charged if there is axle recovery.)

No abandoned mobile homes or trailers accepted.

In County	\$50.00 per ton +\$300.00 surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Out of County	\$60.00 per ton +\$500.00 surcharge
	+Appliance Disposal fees / +Tire fees (if no axle recovery)

Travel Trailers

In County	\$50.00 per ton +\$6.00 per foot surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Out of County	\$60.00 per ton +\$10.00 per foot surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)

Campers

In-County	\$50.00 per ton +\$25.00 surcharge
	+Appliance Disposal Fee
Out-of-County	\$60.00 per ton +\$25.00 surcharge
	+Appliance Disposal Fee

Dead Animals

Off-Load fee for dead animals	\$10.00
Commercial Hauler	\$60.00 per ton (\$20.00 minimum)
Residential In-County	\$50.00 per ton
Residential Out-of-County	\$60.00 per ton

Butcher Waste

In-County	\$50.00 per ton
Out-of-County	\$60.00 per ton

Hazardous Waste/Paint

(Paint must be in original container; solidified paint will be accepted as regular waste.)

***Paint must be in original container and not frozen**

Fluorescent Light Tubes \$0.20 cents per foot

Electronics

	Undamaged	Damaged
Computers (Monitors and Towers)	N/C	per piece, N/C
Keyboard and Mouse	N/C	\$1.00
Printers	N/C	\$3.00
Televisions	N/C	N/C
Console televisions	N/C	N/C
VCRs/DVDs	N/C	\$3.00
Copy machines--large	\$25.00	\$25.00

Copy machines--small	N/C	\$3.00
Fax machines	N/C	\$3.00
Asbestos	\$100.00 for first 2,000 lbs. +\$0.05 per lb. over 2,000 lbs.	
<i>*ASN4 form must be attached with at least one copy for the Landfill to keep</i>		

Recyclable items

Latex, liquid paint (original container)	No Charge
Oil based liquid paint/stain (original container)	No Charge
Newspaper	No Charge
Corrugated cardboard	No Charge
Glass	No Charge
Magazines	No Charge
Tin cans	No Charge
Car/truck batteries	No Charge
Used automobile oil	No Charge
Antifreeze – Residential Customers	No charge
Antifreeze – Commercial Customers	\$0.50 per gallon

Other Landfill fees

Yard debris, per ton	
In-County	\$50.00 per ton (minimum applies)
Out-of-County	\$60.00 per ton (minimum applies)
Wood debris only	\$25.00 per ton (minimum applies)
	<i>(no metal except nails, no pressure treated, and no railroad ties)</i>
Scrap metal (no wire)-Metal Load only	\$25.00 (minimum applies)

LIBRARY

Faxing (up to 10 pages)	\$2.50 (send & receive)
No International Faxing	
Computer print-outs/photocopies –B/W	\$0. 05 ¹⁰ per side
Computer print-outs/photocopies – color	\$0. 25 ⁵⁰ per side
Nonresident card fee – 12 months	\$85.00
Nonresident card fee – 3 months	\$25.00
Nonresident card fee – 1 month	\$10.00
Interlibrary loan no-pickup fee	\$5.00
Collection fee, per account sent	\$10.00
Use of Library Meeting Rooms (Broughton Room and Juniper Room)	
Non-Profits' Use	N/C
Commercial Use	\$20 per hour
	Any damages will be billed to user

MAINTENANCE DEPARTMENT

(Fees not applicable for Crook County or City of Prineville Government)

OPEN CAMPUS FACILITY

Photocopies/Prints	
Black and white (8.5 x 11)	\$0.10/page
Color	\$0.50/page
Faxes (Public)	

Local	\$1.50/up to 10 pages
Long Distance	\$2.50/up to 10 pages
Any faxes over 10 pages is extra	\$.50/page
Room Rental	
Classrooms and Conference Room	\$25.00 per hour
Computer Lab and Kitchen	\$50.00 per hour
Refundable cleaning deposit	300.00
Mobile Classroom	\$50.00 per hour + \$1.25/mile

ROAD DEPARTMENT

County-Accepted and Maintained Roads

Traffic review related to County-accepted and maintained roads is typically performed by the Oregon Dept. of Transportation. If ODOT-review is not available, the below fees will be applied. If plan review and site observation cannot be performed by County or ODOT staff due to limitations of technical expertise or resources, the below fee-schedule will be applied.

Note 1: Fees assume three reviews will be adequate. For projects requiring additional visits, additional fees will apply.

Note 2: Fees assume four site visits will be adequate. For projects requiring additional visits, additional fees will apply.

Note 3: Assumes 4 site visits (sub-base, ¾", ½" and paving). For projects requiring additional visits, additional fees will apply.

Note 4: Fees shown above are for subdivisions up to 200 PADR. For subdivisions in excess of 200 PADT, additional fees will apply.

Construction Plan Review	\$350.00 plus \$2.50 L.F. of County Road
Additional Reviews	\$175.00 plus \$2.50 L.F. of County Road
Inspection Fees	\$175.00 per visit
Cattle Guard Permit Fee	\$350.00

Consultant fee

Actual Cost of Services

Consulting fees are charged when in the judgment of the Road Master or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance, State law, or Federal law.

SHERIFF'S OFFICE

Color copies, per page	\$0.75
Electronic media	\$10.00 per disk.
(Includes copies of photos printed for criminal reports)	
Criminal reports (paper) up to 50 pages	\$10.00
over 50 pages	\$0.25 each page
Postage costs will be assessed if the documents are to be mailed	
Records check (paper) up to 10 pages,	\$6.00
each additional ten pages or portion thereof	\$2.00

Criminal reports (audio)	\$10.00
Criminal reports (video)	\$30.00
Electronic Fingerprinting, per card	\$15.00
Impounded auto processing fee	\$100.00
Electronic monitoring installation and set-up	\$50.00*
Electronic monitoring services	\$15.00 per day*

* *Electronic monitoring set-up and daily fees may be waived depending on ability to pay at the discretion of the supervisory authority*

Real Property Foreclosure Sale **\$600.00 Min.**

Includes \$89.00 statutory sheriff's fee, one hour sale preparation time at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of sale at \$45.00, and \$50.00 after sale posting charge PLUS additional costs incurred for advertising, staff time for preparation, conduct of sale, certified mailing and postage and certification of sale.

Personal Property Foreclosure Sale **\$475.00 Min.**

Includes \$89.00 statutory sheriff's fee, one hour sale preparation time at \$32.00, pre-sale posting at \$45.00, one hour allotted for conduct of sale at \$32.00, fees for publication as instructed (ORS 18.920(4)(5) PLUS additional costs incurred for preparation, conduct of sale, certified mailings and postage, folio fees, keeper fees, and other expenses incurred to conduct the sale.

Sheriff staff time beyond 1st hour of standby, per deputy per hour **\$55.00**

Dog License Fees

	<u>Yearly</u>	<u>3-Year</u>	
Unaltered	\$25.00	\$75.00	
Altered	\$10.00	\$20.00	
Senior citizens 62+, altered	\$5.00	\$10.00	
Livestock dog License	\$5.00	\$10.00	(see CCC 6.04.085)
Replacement tag	\$2.00		

* Rabies vaccination must run concurrent with the license

Kennel License Fee

\$50.00 per year or \$100.00 for 3 years for up to 10 dogs. Every adult dog thereafter shall include \$3.00 per dog, per year, or \$6.00 per dog for 3 years.

Ranch License Fee

A Ranch License can be obtained at a rate of \$5.00 per dog per year or \$15.00 for 4 or more dogs per year. A 3-year license for ranch dogs will be \$10.00 per dog or \$30.00 for 4 or more dogs.

For Civil Fees, please refer to the Crook County Sheriff's Office website.

SURVEYOR

(Fees do not include Clerk's recording and certification fees)

Partition plat review and filing	\$550.00*
	(+ \$50 per sheet over 2 sheets)
Record of survey review and filing, first sheet	\$225.00
Record of survey review and filing, additional sheets, boundary review	\$50.00
Monumented subdivision plat review and filing	\$900.00*
	(+ \$85.00 per lot)
Post monumented subdivision plat and filing	\$1,100.00*
	(+ \$85.00 per lot)
Condominium plat review and filing	\$900.00*
	(+ \$85.00 per unit)

Affidavit of correction	\$110.00
Oregon Corner Restoration Record	\$25.00
Affidavit of plat monument re-establishment and post monumentation affidavit	\$126.00
Vacation review and filing	\$110.00
Blueline copies, per sheet	\$ 4.00
Photocopies, per sheet	\$ 0.50
Property line adjustment review and filing, first sheet	\$300.00*
	(+ \$50 per sheet over 1 sheet)
Additional sheets	\$ 50.00
Additional plat review caused by redesign (per hour charge)	\$120.00

TREASURER/TAX COLLECTOR

Computer quick prints, per page	\$0.40
next 100 pages	\$0.20 each
additional pages	\$0.10 each
County Budget Document (bound)	\$40.00
County Budget Document (unbound)	\$25.00
Mailing materials	Cost of reproduction (above) plus actual postage cost
Monthly delinquent file listing for property taxes	\$100/month
Returned Check fee	\$25.00
Research Fee	\$15.00/1-hour min
Special Check Run (outside regular schedule)	\$25.00
Special Districts Administration fee	\$0.004***

*** *This amount times the total dollar amount for accounts payable paid and gross payroll, if applicable, per month, with a minimum of \$10.00 per month.*

BE IT FURTHER ORDERED that the Crook County Court adopts as part of the county fee schedule those fees authorized to be collected by local governments by Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws.

BE IT FURTHER ORDERED, that County department heads may impose additional fees related to generating custom information and records searches requested by the general public not covered herein in an amount sufficient to recover the actual costs incurred in obtaining and preparing such information, including all wage and benefit costs related to production and supervision, transportation costs, duplications costs and any other costs which such search may require. In the event that a department head shall plan to charge such a fee, the department head shall give notice in advance, along with an estimated cost, and shall require payment in advance. In the event that final cost exceeds the estimated cost, the department head involved shall notify the requesting party that additional cost will be incurred and shall not deliver a final work product until full payment has been made. In the event that payment by the requesting party exceeds payment, refunds shall be made only after the requesting party has submitted a claims sheet to the county finance department through normal processes of reimbursement.

BE IT FURTHER ORDERED that except as indicated above fees shall be charged in accordance with the above schedule unless waiver is authorized by the Crook County Court.

BE IT FURTHER ORDERED that these fees shall continue in effect until modified, amended, removed, or otherwise adjusted by the Crook County Court.

BE IT FURTHER ORDERED that no new fee shall be charged during the fiscal year unless first authorized by the County Court or established by regulation, rule, statute or law of the State of Oregon.

DATED this ___ DAY OF ~~JUNE~~JULY, 2021.

CROOK COUNTY COURT

<hr/> Seth Crawford, Judge	<hr/> Jerry Brummer, Commissioner	<hr/> Brian Barney, Commissioner
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Vote:	Aye	Nay	Abstain	Excused
Seth Crawford	—	—	—	—
Jerry Brummer	—	—	—	—
Brian Barney	—	—	—	—

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 7/9/2021

RE: IGA #169167 CDDP Funding Agreement
Our File No.: MENTAL HEALTH 41

After more than a year of discussions between State officials and County personnel from around the state, DHS has issued their updated biennial funding agreement for Community Developmental Disability Programs. This iteration has been substantially rewritten in a variety of important ways. These include:

- The requirements for any subcontractors have been substantially rewritten. The most significant change is that, for the first time, DHS will agree to contract services directly with a private entity providing CDDP services. We have been informed by Rick Treleven at BestCare that Jefferson County has elected to utilize this option.
- Other subcontracting requirements include the obligation to transfer money to subcontractors within 10 days, the duty to include still more required terms in any subcontract, and, if all CDDP services are subcontracted, then the County is prohibited from taking any portion for its own administrative expenses. Crook County does not take any administrative expenses in its subcontract with BestCare.
- The agreement incorporates the terms of DHS's document "Community First K Plan," as it now exists or is hereafter amended by DHS. The CDDP is explicitly required to adhere to that document's "language and requirements."
- The CDDP must adapt and maintain an Emergency Plan in accordance with OAR 411-320-0040(10). This rule requires a document to address "all civil or weather emergencies and disasters..." and requires the identification of the most vulnerable persons, to assist with the coordination of care during the emergency. The Plan must be made available upon request.
- The CDDP must also draft and adopt a Service Equity Plan, although here, the requirements are not prescribed by administrative rule. This plan must be adopted by June 30, 2022 and includes a variety of "priority areas" such as "systemic racism, language access, workforce diversity, data analysis and collection, service access, community engagement, and identification and development of staff skills, awareness and/or practices using an equity lens when providing services."
- A new calculation rate is established for what DHS defines as "out of cycle" payments, where the CDDP will be assessed a fee for what DHS considers late request.
- DHS has imposed new duties to maintain regular operating hours, and requires deviations due to natural disaster, loss of utility services, or pandemics, to be

announced to DHS within 24 hours. If the hours of operation are not followed, this agreement will now permit DHS to reduce funding.

- DHS has added explicit authority to issue Transmittals that may apply retroactively. Transmittals are documents which may merely affect administrative convenience, or may significantly alter workloads. There is a risk that DHS will attempt to impose what amounts to a unilateral contract amendment on the CDDP through the issuance of a Transmittal – in the discussions of this new agreement, both DHS and ODOJ stated they will insist upon the ability to charge the contract terms if they believe it is necessary, or prudent, regardless of what the CDDP's believe. If this possibility ever occurs, the County will need to evaluate whether to dispute their contention.
- The agreement allows DHS to reduce funding and assume the provisions of services if DHS believes the CDDP is not acting in accordance with applicable law and an individual's health or safety is endangered. Again, if this possibility ever comes to pass, the County will need to decide whether to dispute the State's assessment.
- The agreement adds a paragraph stating that, as a term of contract, the CDDP staff must "cooperate" as a witness in administrative hearings. This is in place of staff being subpoenaed as would be normal and had been the practice before. DHS explained they did not want to endure the subpoena process, did not want to be subject to the procedural safeguards that the subpoena laws afford, and did not want to pay mileage as may be due under a subpoena.
- The agreement requires the use of a new Centralized Abuse Management system. The idea is to create a single clearing house of standardized data to help DHS review complaints of abuse, abuse investigations, death reviews, and "all serious incidents." This will involve quarterly reports in place of the annual reports, as previously required.
- There is a new requirement to send DHS a copy of the County's annual audit – the failure to do so will allow DHS to withhold funding.
- One of DHS's most dearly held concerns is that the CDDP "hire as many FTEs as possible per the funding allocated...." As they stated several times in the year-long contract discussions, DHS was unable to tell the legislature how many FTEs were involved in developmental disability services; they also believed that FTEs were a better means of delivering services to patients than PTEs.
- The CDDP must maintain records identifying the language proficiency of staff if those staff provide oral interpretation or translation.
- A large section has been added regarding non-discrimination, including a requirement for sexual harassment policies with a number of mandated components.
- The agreement includes a new requirement that the CDDPs are unable to prevent employees from discussing wages with each other or another person. Because this is already a right secured under federal fair labor standard laws, and all CDDPs are either public entities or receive funding from public entities (where wage information would also be public), I am not certain what the need for this new paragraph may be.

- The argument substantially increases the length of time that any pre-termination written notice must be send, from 30 days to 90 days or, in some cases, to 180 days. This would apply to both parties, though the state retains the ability to terminate immediately if federal or state law, or mere guidance, changes such that DHS believe it no longer has authority to “meet its obligations under this Agreement” or otherwise pay the CDDPs. The State also retains the authority to terminate immediately if the State determines that the CDDP is endangering the health or safety of a client.
- If there is a termination, then a new section requires the parties complete a “transition plan” to head off the treatment responsibilities for each client. What would be required of each party in such a circumstance is not detailed, other than that the parties would act in good faith.

As you can tell, this iteration of the agreement is quite dissimilar from prior versions. The question of whether Crook County would like BestCare to subcontract directly with DHS is a weighty one, even assuming they would be interested.

Please let me know if you have any questions.

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



Agreement Number 169167

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT
FOR THE FINANCING OF
COMMUNITY DEVELOPMENTAL DISABILITIES PROGRAM 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 Intergovernmental Grant Agreement for the financing of Community Developmental Disabilities Services (the "Agreement") is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS," and Crook County, hereinafter referred to as "County" or "CDDP".

The program to be supported under this Agreement relates principally to ODHS'

**Office of Developmental Disabilities Services (ODDS)
Administration
500 Summer Street NE E-09
Salem, Oregon 97301
Agreement Administrator: Lea Ann Stutheit or delegate
Telephone: (503) 945-6675
E-mail address: leaann.stutheit@dhs.oha.state.or.us**

1. Effective Date and Duration.

This Agreement, when fully executed by every party, regardless of date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice, or **July 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

2. Agreement Documents, Order of Precedence.

- a. This Agreement includes the following listed exhibits and attachments which are incorporated into this Agreement:

Exhibit A:	Definitions
Exhibit B Part 1:	Operations and Administration Terms and Conditions;
Exhibit B Part 2:	Service Element Standards and Procedures;
Exhibit B Part 3:	Financial Terms and Conditions;
Exhibit C:	Special Terms and Conditions;
Exhibit D:	General Terms and Conditions;
Exhibit E:	Standard Terms and Conditions;
Exhibit F:	Federal Terms and Conditions;
Exhibit G Part 1:	Required Subcontractor Provisions;
Exhibit G Part 2:	Subcontractor Insurance Requirements;
Exhibit H Part 1:	Privacy and Security Agreement;
Exhibit H Part 2:	Third Party Information System Access Request;
Attachment #1:	Days and Hours of Operation;
Attachment #2:	Subcontractor Disclosures Report.

This Agreement constitutes the entire agreement between the parties on the subject matter in it. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence.

- (1) This Agreement without exhibits;
- (2) Exhibit F: Federal Terms and Conditions;
- (3) Exhibit H Part 1: Privacy and Security Agreement;
- (4) Exhibit H Part 2: Third Party Information System Access Request;
- (5) Exhibit E: Standard Terms and Conditions;
- (6) Exhibit A: Definitions;
- (7) Exhibit B Part 1: Operations and Administration Terms and Conditions;
- (8) Exhibit B Part 2: Service Element Standards and Procedures;
- (9) Exhibit B Part 3: Financial Terms and Conditions;
- (10) Exhibit C: Special Terms and Conditions;
- (11) Exhibit D: General Terms and Conditions;

- (12) Exhibit G Part 1: Required Subcontractor Provisions;
 - (13) Exhibit G Part 2: Subcontractor Insurance Requirements;
 - (14) Attachment #1: Days and Hours of Operation;
 - (15) Attachment #2: Subcontractor Disclosures Report.
- c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B Part 2.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. Signatures.

Crook County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via e-mail by Wendy J Johnson
Department of Justice

June 30, 2021
Date

EXHIBIT A

Definitions

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Element Standards and Procedures, in the special conditions of the Service Element Prior Authorization (SEPA), and in the Exhibit H Part 1 “Privacy and Security Agreement”. When a word or phrase is defined in a particular Service Element Standards and Procedures, or special condition in the Service Element Prior Authorization, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Element Standards and Procedures, or special condition in which it is defined.

1. **“Access”** means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets.
2. **“Allowable Costs”** means the costs determined in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Element Standards and Procedures, or special conditions identified in the Service Element Prior Authorization.
3. **“Career Development Plan” or “CDP”** has the meaning set forth in OAR 411-317-0000.
4. **“Case Management Entity” or “CME”** has the meaning set forth in OAR 411-317-0000.
5. **“Case Management Services”** has the meaning as set forth in OAR 411-317-0000.
6. **“CDDP Administrator”** has the meaning set forth in Exhibit C, Section 3 of this Agreement.
7. **“Claim”** has the meaning set forth in OAR 411-370-0010.
8. **“Client”** has the same meaning as Individual or Recipient, for purposes of this Agreement.
9. **“Client Prior Authorization” or “CPA”** means an authorization for a specific Individual to receive a particular Service, by an identified Provider, at a rate approved by ODHS. The CPA is submitted by County for the Provider once an Individual and the Provider have agreed to a Service. The CPA specifies:
 - a. the Service,
 - b. the Individual or Recipient,
 - c. the effective date and end date for the Services authorized in the CPA, and
 - d. the rate for the Service.
10. **“Client Record(s)”** means any Client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.

11. **“CMS”** means Centers for Medicare and Medicaid Services.
12. **“Common Law Employer”** or **“CLE”** means the employer referred to in OAR 411-375-0010.
13. **“Community Developmental Disabilities Program”** or **“CDDP”** has the meaning as set forth in OAR 411-317-0000.
14. **“Community First Choice K Plan”** or **“K Plan”** has the meaning as set forth in OAR 411-317-0000.
15. **“Developmental Disability”** or **“DD”** has the meaning as set forth in OAR 411-320-0020.
16. **“Developmental Disabilities Services”** or **“DD Services”** has the meaning as set forth in OAR 411-317-0000.
17. **“Disbursement Claim”** means a document executed and delivered to ODHS by a Provider or County, either electronically in eXPRS or in hard copy, with respect to a DD Service authorized in a CPA and PPA, or POC, certifying that a unit of that DD Service was delivered by a Provider identified in the CPA and PPA, or POC, to the Individual identified in the CPA or POC, during the period specified in the CPA or POC; and requesting disbursement of funds for that unit of DD Service.
18. **“Employer”** has the meaning as set forth in OAR 411-317-0000.
19. **“Employer Resource Connections”** or **“ERC”** means the voluntary training program provided by the Oregon Home Care Commission and offered to all Individuals receiving in-home Services. ERC meets the K Plan requirement for voluntary training on how to select, manage, and dismiss attendants, and provides activities to empower and inform Individuals receiving in-home Services regarding their rights, roles, and responsibilities as employers of Personal Support Workers.
20. **“Express Payment and Reporting System”** or **“eXPRS”** means an information system for managing the disbursement and tracking of ODHS payments for the Developmental Disabilities Programs.
21. **“Federal Funds”** means all funds paid to CDDP under this Agreement that ODHS receives from an agency, instrumentality, or program of the federal government of the United States.
22. **“Full-time Equivalent”** or **“FTE”** means a unit of measure equivalent to one person working full-time. An FTE is calculated based on the CME’s work hours of a regular work week. Employees who work fewer hours than a regular work week have their hours divided by the regular full-time work week hours. An FTE of 1.0 is equivalent to full-time; an FTE of 0.5 is half of a full-time equivalent.
23. **“Functional Needs Assessment”** or **“FNA”** has the meaning as set forth in OAR 411-317-0000.
24. **“Individual”** has the meaning as set forth in OAR 411-317-0000.
25. **“Individual Support Plan”** or **“ISP”** has the meaning as set forth in OAR 411-317-0000.

26. **“Individual Support Plan Team” or “ISP Team”** means a group of people that include the Individual, the Services Coordinator or Personal Agent, when applicable the Individual’s designated representative, or others chosen by the Individual to participate in Service planning, as described in OAR 411-415-0070.
27. **“Information Asset(s)”** refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy.
28. **“Intellectual Disability” or “ID”** has the meaning as set forth in OAR 411-320-0020.
29. **“Intellectual or Developmental Disability” or “I/DD”** has the meanings as described in OAR 411-320-0020.
30. **“Level of Care” or “LOC”** has the meaning as described in OAR 411-317-0000.
31. **“Local Match”** means the opportunity for Local Government Entities, including Transit Districts, to request additional Federal Funds to recoup costs for Intellectual and Developmental Disabilities program expenditures, *exceeding allotted state funds*, in the following services: Local Match Transportation and Case Management Operations. The Local Government Entity is responsible for the local fund portion and providing the necessary documentation to ODHS for approval. If approved, the local funds will be submitted for federal match.
32. **“Medicaid”** means Federal Funds received by ODHS under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) Funds administered jointly with Title XIX funds as part of state medical assistance programs by ODHS.
33. **“Medicaid Fraud”** means the providing of false information to claim reimbursement for Medicaid funded services. Medicaid Fraud includes, but is not limited to, the following activities: billing for services not actually performed; billing for more expensive services than actually rendered; billing for several services that should be combined into one billing; and billing twice for the same service.
34. **“Misexpenditure”** means money, other than Overexpenditure, disbursed to County by ODHS under this Agreement and expended by County or a Subcontractor that:
 - a. Is identified by the federal government as expended contrary to applicable statutes, rules, the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of Federal Funds, a federal notice of disallowance, or otherwise; or
 - b. Is expended in a manner not permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars, or any other authority that governs the permissible expenditure of such money; or
 - c. Is expended on the delivery of a DD Service in violation of the Service Element Standards and Procedures of this Agreement with respect to that DD Service.

35. **“Network and Information System(s)”** means the ODHS and State of Oregon’s computer infrastructure which provides personal communications, Data such as Client Records; Access to other Information Assets, regional, wide area and local networks, and the internetworking of various types of networks.
36. **“ODDS”** has the meaning set forth in OAR 411-317-0000.
37. **“Office of Training, Investigation and Safety”** or **“OTIS”** means the ODHS office that investigates reports of suspected abuse or neglect.
38. **“Oregon Needs Assessment”** or **“ONA”** has the meaning set forth in OAR 411-317-0000.
39. **“Overexpenditure”** means money disbursed by ODHS under this Agreement and expended by County that is in excess of the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
40. **“Personal Agent”** shall have the meaning set forth in OAR 411-317-0000.
41. **“Personal Support Worker”** or **“PSW”** has the meaning as set forth in OAR 411-317-0000.
42. **“Plan of Care”** or **“POC”** means a service authorization feature in eXPRS that is a collection of individual Provider service authorizations for an Individual with I/DD. These Service Authorizations in accepted status are required to enable the Provider of the authorized Service to successfully submit Claims for payment.
43. **“Program Area”** means the geographic area within the State of Oregon where County is contracted to provide DD Services.
44. **“Provider”** has the meaning as set forth in OAR 411-317-0000.
45. **“Provider Enrollment Application and Agreement”** or **“PEAA”** has the meaning set forth in OAR 411-370-0030.
46. **“Provider Prior Authorization”** or **“PPA”** means an authorization, either through eXPRS or by submission to ODHS of a document acceptable to ODHS, for funding awarded in the SEPA for delivery of a particular DD Service by a particular Provider, and for Provider submission of Disbursement Claims for the DD Service, that specifies:
 - a. the DD Service,
 - b. the Provider,
 - c. a period, during which the authorization may be used to support delivery of the DD Service by the Provider,
 - d. whether the PPA is an “Opt Out” PPA for those Providers that are paid through a CPA and have fluctuating amounts in a specific month; or the PPA is for a specific amount authorized to the Provider for a specified time frame. If the PPA is for an amount for a specific Provider, the total amounts authorized in the PPAs cannot exceed the total SEPA amount for that time frame for that DD Service.
47. **“Rationed Fee for Services”** or **“RFFS”** means the Case Management Entity billings paid up to the maximum monthly amount of the PPA. All Case Management Entity

billings entered that meet the criteria for a successful Claim, yet exceed the maximum monthly amount of the PPA, will suspend to be utilized for future payments up to the amount outlined in the Biennial Legislatively Approved Budget.

48. **“Recipient”** has the meaning as set forth in OAR 411-370-0010.
49. **“SEPA Adjustment”** means a document, acceptable to ODHS, presented electronically in eXPRS by County, that amends the SEPA, with respect to one or more DD Services, to reflect the new maximum amount of funding that ODHS will provide under this Agreement through eXPRS for the specified Service Element(s), as well as any new or modified special performance or other requirements.
50. **“SEPA Pass Phrase or Pass Code”** or **“SEPA Pass Phrase”** means a code used by eXPRS to verify the identity of the individual accepting the SEPA Adjustment on behalf of County.
51. **“Service”** means any one of the DD Services for Individuals listed in Exhibit B Part 2 of this Agreement provided directly by CDDP, and authorized by CDDP or Subcontractor, pursuant to this Agreement.
52. **“Service Authorization”** means an authorization by CDDP of the DD Services that CDDP is responsible to authorize according to Exhibit B Part 2, as identified in an Individual’s ISP, and entered for billing purposes into eXPRS via POC or a CPA.
53. **“Services Coordinator”** has the meaning as set forth in OAR 411-317-0000.
54. **“Service Element”** has the meaning as set forth in OAR 411-317-0000.
55. **“Service Element Prior Authorization”** or **“SEPA”** means the maximum amount of Service Element funding that ODHS will provide to County under this Agreement through eXPRS, and any Service Element associated special performance or other requirement. The SEPA is broken down by Service Element and may be amended from time to time by a SEPA Adjustment.
56. **“Service Element Standards and Procedures”** has the meaning set forth in OAR 411-370-0010.
57. **“Service Equity”** means promoting health, safety, and independence for all Individuals by adapting services and policy to eliminate discrimination and disparities in the delivery of human services.
58. **“Settlement”** means the process through which ODDS determines Underexpenditures and Overexpenditures and resolves Misexpenditures at the end of each Agreement period, upon Agreement termination or on an interim basis, if necessary, during the term of this Agreement.
59. **“Subcontract”** means a contract between the County and a third party to perform one or more of the direct Service(s) required under this Agreement. Subcontract does not include contracts for County ancillary services.
60. **“Subcontractor”** means a third party contractor that contracts with the County to perform one or more Service(s) under this Agreement and may include all CDDP functions that the County is required to perform under this Agreement.

61. **“Transmittals”** means communications that request action from, or provide policy, program, training, and other information to County. Transmittals take the form of Action Requests (AR), Information Memoranda (IM), or Policy Transmittals (PT).
62. **“Underexpenditure”** means money disbursed by ODHS under this Agreement and not expended by County that is less than the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
63. **“User”** means any individual authorized by ODHS to access Network and Information Systems and who has an assigned unique log-on identifier.
64. **“Written Materials”** means documents and forms created by CDDP or ODDS, in connection with Services being provided to the Individual.
65. **“Workload Model”** or **“WLM”** means the computation of FTE based on the Random Moment Sampling Survey (RMSS) and fixed percentages based on caseloads.

EXHIBIT B PART 1
Operations and Administration Terms and Conditions

1. CDDP Administrative Responsibilities.

In performing the Work under this Agreement:

- a. CDDP shall adhere to all Oregon Administrative Rules (OAR), Oregon Revised Statutes (ORS) and the Code of Federal Regulations (CFR) pursuant to this Agreement. CDDP shall comply with all language and requirements outlined in the Community First K Plan and waiver, including updates and amendments, or as instructed by ODDS through Transmittals. In general, Transmittals are written to provide clarification or guidance of an existing rule, statute, or CFR.

 Outside of natural disasters, pandemics or circumstances that would put Individuals in service at risk, any policy and Transmittal that is written by ODDS that requires new work for a Case Management Entity (CME) will necessitate ODDS to give the CME an opportunity to provide input within specified timelines. ODDS will analyze the input for impact to workloads, making adjustments where appropriate, prior to issuing the Action Request (AR) or Policy Transmittal (PT). This excludes policies resulting from a rule change that is required by a federal or state directive, as rules and rule amendments require a fiscal analysis and are provided to the Rule Advisory Committee.
- b. CDDP shall participate in person, by phone, or video conference, in monthly CDDP program manager meetings as designated by ODDS. Meetings will be scheduled by ODHS with representatives designated by ODHS to review, clarify, and further plan the Work performed under this Agreement. These ODHS and CDDP meetings shall be scheduled at a time mutually acceptable to both parties. CDDP will ensure a representative will participate in 80% of CDDP program manager meetings for the term of this Agreement.
- c. CDDP shall participate in person, by phone, or video conference in other required, scheduled meetings. ODDS shall make reasonable efforts to schedule meetings at a time and place conducive to the greatest number of participants.
- d. CDDP management is responsible for ensuring all information provided by ODHS, during the monthly Case Management Leadership Team (manager or director) meetings, is communicated effectively and timely with all applicable CDDP staff.
- e. CDDPs must comply with ODHS requirements for the use of ODHS electronic systems utilized for information related to Individuals and Providers upon implementation and training.
- f. **Emergency Plan.** CDDP must maintain an emergency plan, policies, and procedures in accordance with OAR 411-320-0040(10) at all times that address responses to any natural disasters, pandemics, or other times when the CDDP may have to react to reducing office hours and or building closures; and that ensure

continuity of care to Individuals. CDDP must submit their emergency plan upon request for review by the ODDS Case Management Support Services Unit.

- g. **Service Equity Plan.** CDDP will complete a self-assessment related to identified Service Equity priorities for Services directly provided by CDDP no later than June 30, 2022. Between July 1, 2022 and June 30, 2023, CDDP will use the results of the self-assessment to create a Service Equity Action Plan in partnership with ODDS. The identified Service Equity priority areas include, but are not limited to:
 - (1) Systemic racism,
 - (2) Language access,
 - (3) Workforce diversity,
 - (4) Data analysis and collection,
 - (5) Service Access,
 - (6) Community engagement, and
 - (7) Identification and development of staff skills, awareness and or practices using an equity lens when providing Services.
 - h. CDDP's Service Equity self-assessment and plan may be developed in any format. ODDS will not require a specific format.
 - i. If requested, ODDS will provide technical assistance to CDDP for Service Equity assessment and plan that may include:
 - (1) Self-assessment tools,
 - (2) Limited trainings for CME staff, and
 - (3) Providing data.
 - j. **Workload Model; Random Moment Sampling Survey.**
 - (1) CDDP will assist ODDS in completing the Random Moment Sampling Survey (RMSS) for the computation of FTE and the fixed percentages for caseloads. ODDS will submit the FTE survey with the first RMSS in December following Agreement execution. Failure of the CDDP to complete the survey may result in a reduction of funding.
 - (2) ODDS will report the maximum number of eligible Individuals the CDDP will serve at the biennium start, and as changes are made, based on the biennial Workload Model. The most recent Workload Model is attached to the SEPA for the period for the Services. Funding for CDDP FTEs is allocated within the Workload Model.
2. **CDDP Assistance with Provider and Employer Enrollment, Credentials, and Payments.**
- a. CDDP shall assist any Individual who wishes to hire a Personal Support Worker (PSW) with the following:
 - (1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE CDDP will:

- (a) Initiate enrollment of the CLE into the Fiscal Management Agent Services (FMAS) vendor's web portal (currently referred to as "BetterOnline").
 - (b) Refer Individuals to the Employer Resource Connection contractor serving in the Program Area. If the CDDP identifies a need for ERC program services and resources, the CDDP shall refer the CLE to the ERC contractor.
 - (2) Contacts for information from Oregon Home Care Commission (OHCC). CDDPs must comply with requests from the OHCC and its Customer Relations and Workers' Compensation Units for information regarding workers' compensation claims, PSW safety complaints, ADA accommodation requests, unemployment claims related to an individual who is the employer of PSWs, PSW late payment complaints, and PSW complaints and grievances.
 - (3) Assist the Individual in the enrollment process for PSWs by:
 - (a) Providing PSWs with a Provider Enrollment Application and Agreement (PEAA) and initiating a Criminal History Check (CHC).
 - (b) Initiating the PSW enrollment in the FMAS vendor's web portal. For each new PSW, CDDP will provide the required information to successfully enroll the PSW.
 - b. CDDP shall assist Individuals by verifying that certifications, licenses, CHCs, driver's licenses, and auto insurance are valid prior to Services being authorized for PSW Providers.
 - c. CDDP must review and approve or reject the PSW time sheet, progress note, and mileage log. CDDP must review and approve or reject PSW submitted Services Delivered billing entries accordingly. CDDPs will work with PSWs or direct PSWs to work with their CLE for suspended payment claims that are unrelated to an eligibility issue.
3. CDDP is required to submit an Out of Cycle (OOC) request for payment for PSWs, if the PSW turned in a properly completed timesheet within the dates as outlined on the approved PSW payment calendar, and the timesheet was not approved due to an administrative error on the part of the CDDP. The OOC request for payment must be submitted within one business day of the CDDP verifying that an error occurred and that it was due to an administrative error. CDDP will be invoiced for all fees incurred for OOC requests due to administrative error, including but not limited to, no more than a \$125 fee per day for initiating an OOC. ODDS will calculate the \$125 fee per day based on number of requests received for the day and invoice CDDP quarterly.
- CDDP will also be invoiced for any approved PSW Late Fees generated due to CDDP error at a rate of \$20 per day as determined through the payment complaint process. The number of days for PSW Late Fee will be calculated as follows: actual date processing occurred minus scheduled processing date equals number of late days. PSW Late Fees

will only match, and not exceed, the overall gross payment that is delayed. This cap on PSW Late Fees will not apply when a PSW experiences an additional payment occurrence within one calendar year.

In the event that a CDDP has reasonable cause to believe that a CLE or PSW is committing Medicaid Fraud, CDDP will notify ODDS Provider Administration Manager and Medicaid Fraud Unit immediately.

4. CDDP Responsibilities: Lane v. Brown et al Settlement Agreement.

CDDP shall develop a Career Development Plan (CDP), consistent with ODDS policy and administrative rules, as well as Executive Order 15-01, as part of the ISP for all Individuals of working age, including transition age Individuals, prior to their expected exit from school or within one year of an unexpected exit from school.

- a. CDDP shall submit copies of the CDP documents to ODHS upon request or cooperate with ODDS field review to verify compliance with timely development of CDPs.
- b. In the event the CDDP fails to develop a CDP for any Individual, the CDDP shall take corrective action and develop the CDP within 90 calendar days of the date the CDDP is notified by ODHS, or the CDDP self identifies the absence of a required CDP. The CDP development must meet the requirements as outlined in ODDS policy and administrative rule. These newly developed CDPs must be submitted to ODDS for a quality assurance review.
- c. If CDDP fails to respond or follow the directives as lined out in a. and b. above, a financial penalty not to exceed \$150 per identified CDP may be assessed.

5. Days and Hours of Operation; Notifications to ODDS.

- a. CDDP must provide the days and hours it will be open to the public by submitting a completed Attachment #1 to ODDS when the Agreement is signed by the CDDP. Failure by CDDP to provide this information will prevent Agreement execution by ODHS and distribution of the signed Agreement. CDDP must report any changes to the days and hours of operation to ODDS.Contracts@dhsosha.state.or.us within 24 hours of the decision.
- b. If CDDP must close or reduce its hours of operation as described in Attachment #1 for any reason, including but not limited to a loss of utilities, a pandemic or a natural disaster, CDDP must notify ODDS' Agreement Administrator by email or telephone within 24 hours of the reduction or closure. If CDDP cannot meet the deadlines to approve PSW timesheets, CDDP will notify ODDS' Provider Administration Manager immediately by email or telephone.
- c. ODDS reserves the right to reduce funding if CDDP's days or hours of operation are reduced from those identified in Attachment #1 unless the reduction in operations is the result of an overall statewide fiscal reduction due to a legislative action.

6. ODDS Administrative Responsibilities.

- a. ODDS will publish Action Requests and Policy Transmittals that have an impact on the day-to-day processes and operation of a CDDP to the Innovation and Engagement website prior to publication. Website comments will be reviewed and responses to those comments posted at the time of publication of the Transmittal. ODDS reserves the right to not respond to all individual website comments.
- b. ODDS will publish Transmittals prior to the effective date of the Transmittal when possible. There may be times due to states of emergency, pandemics, or natural disasters that Transmittals may not be published timely and may be retroactive.
- c. ODDS will provide training to the CDDP staff prior to implementing new systems. Training may be in multiple formats including, but not limited to, in person, webinars, the ODHS approved learning management system, and other media sources. In person trainings will be conducted, at a minimum, in four areas of the State.
- d. ODDS will respond to fiscal inquiries from the CDDP within five business days of receipt of a written inquiry. Fiscal inquiries must be submitted to cau.invoice@dhsosha.state.or.us.
- e. ODDS will only post results from final quality assurance reports on the ODHS website. For strategic messaging, ODDS will analyze widespread findings that lower the results for a large number of CMEs and will bring forward those findings to the Case Management Leadership Team prior to posting on the website.
- f. If a CDDP refuses to follow the rules identified in CFRs, OARs or ORSs that require the CDDP to take action necessary to assure the health and safety of Individuals enrolled in DD Services, ODDS will notify the CDDP in writing that ODDS intends to perform the functions necessary for the health and safety of the Individuals. ODHS may reduce the funding received by the CDDP to cover the costs of ODDS fulfilling the roles necessary for the needed actions.

7. Quality Assurance.

- a. ODHS's quality assurance activities include:
 - (1) Review of Case Management Services;
 - (2) Review of assessments, ISPs, and LOCs;
 - (3) Review of CDDP's Provider monitoring, complaints, and other contracted obligations; and
 - (4) Review of approved Case Management claims.

- b. CDDP shall:
- (1) Comply with all ODHS quality assurance reviews, plans, and processes designed to monitor and ensure CDDP's timely and accurate CMS compliance.
 - (2) Follow all undisputed remediation instructions, including timelines, resulting from the quality assurance review findings.
 - (3) Make available to ODHS' quality assurance staff, upon request, Access, including a login and password, to any electronic systems or physical documentation that contains intellectual or developmental disabilities information about Individuals enrolled in Case Management Services, if allowed under federal and state law.
- c. ODHS shall:
- (1) Notify CDDP in advance of a ODHS quality assurance review.
 - (2) Provide timely feedback to CDDP of quality assurance review findings and an opportunity for CDDP to dispute those findings prior to the final report.
 - (3) Provide technical assistance and training to CDDP in the areas identified as needing improvement by the quality assurance review. Technical assistance and training provided by ODHS will not negate necessary remediation activities by CDDP.

EXHIBIT B PART 2
Service Element Standards and Procedures

1. Provision of Services.

- a. The DD Services listed in this Section 1 and described in this Exhibit B Part 2 must be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, most current ODDS expenditure guidelines, and Service Element Standards and Procedures for the DD Services. Requirements for Service Elements may be found in the OARs listed below. Any additional requirements may be found in this Exhibit B Part 2. Only the DD Services listed are subject to this Agreement.
- b. Upon acceptance of the Service Element Prior Authorization (SEPA) in eXPRS, CDDP agrees to directly provide or subcontract for the DD Services. The DD Services provided by CDDPs whose costs are covered in whole or in part with the SEPA are:

(1)	Service Name	References
	Eligibility and Licensing	Chapter 411, Division 320, Service Element Standards and Procedures
	Case Management Operations	Chapter 411, Divisions 415 and 320; Service Element Standards and Procedures
	Abuse Investigation Services	Chapter 411, Division 320; Service Element Standards and Procedures

2. CFDA Number(s) for all Services in Exhibit B Part 2.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and ODHS procedure "Contractual Governance," ODHS' determination is that County is a Contractor.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

3. Service Element Standards and Procedures Review Process.

ODHS shall update this Exhibit B Part 2 as follows:

- a. ODDS will engage with a standing group of stakeholders to review and, if needed, modify this Exhibit B Part 2. Stakeholders shall include CDDP staff and designated representatives, ODDS staff, and other parties identified by ODDS.
- b. Upon determining that an update is necessary, a draft of the document changes will be sent to the stakeholder group via e-mail for review and comment. The ODDS e-mail shall include a time, date, and conference line number or virtual meeting information for a discussion between ODHS and CDDPs regarding the draft Service Element Standards and Procedures being reviewed. ODHS will

accept comments via e-mail for 15 business days after the date of the ODDS e-mail notification of the changes.

- c. After the discussion and the deadline for receipt of any e-mail review and comments from the CDDPs, ODHS will consider any information from CDDPs when determining the final changes to this Exhibit B Part 2.
- d. Upon completion of the review process, ODHS shall follow the amendment process as outlined in Exhibit E Section 27 “Amendments; Waiver; Consent” of this Agreement to update Exhibit B Part 2.

4. **Service Authorization.**

CDDP must authorize Services as outlined below:

- a. All Services, regardless of service setting or unless otherwise noted, must be authorized in eXPRS or MMIS for Long-Term Community Care Nursing (LTCCN), in a manner consistent with rule, by the CDDP in which the Individual is enrolled and is receiving Case Management Services and found eligible for I/DD Services as outlined in OAR Chapter 411, Division 320. This authorization must be obtained and documented in accordance with OARs and ODHS policies and procedures.
- b. All Services must be authorized at the appropriate rate for the service setting. All Services included in the expenditure guidelines must be entered using the rates detailed in the expenditure guidelines. Rates are subject to change upon notice from ODHS.

5. **Ancillary Services.**

Rates are set using the most recent ODDS expenditure guidelines. Exceptions to the published rate(s) may be allowed with prior approval by ODHS. ODDS will issue a final funding memo to CDDP when the payment of invoice is approved. ODDS will process payment within 45 days in accordance with ORS 293.462.

6. **Employment Services; Other Non-Residential Day Services.**

- a. CDDP will assist ODHS in monitoring compliance with the following Provider special reporting requirements:
 - (1) Provider must complete such Provider assessments as requested by ODHS in a timely and accurate manner.
 - (2) Provider will report to ODHS any employment outcome related information, including but not limited to wages, earnings, and turnover data, to ODHS using forms and procedures designated by ODHS.
 - (3) Providers must at all times comply with all other legal requirements and maintain documentation evidencing compliance such as subminimum wage certificates including the US Department of Labor Section 14(c) certificate.

- b. The Individual will receive the hours of Services per week as agreed to by the Individual, his or her ISP team, and the Provider. Service hours provided to the Individual may not be lowered to accommodate any ODHS reductions in the Provider rate.

7. Supported Living.

Upon implementation of the rate table, the ODHS budget tool will no longer be needed for Individuals receiving Supported Living Services.

8. Transportation Services.

- a. Transportation Service rates are set using the expenditure guidelines or the transit providers published rate.
- b. Individuals enrolled in Transportation Local Match Services for going to or from employment services, including day support activities, are not eligible for other Transportation Services for transportation to or from employment services, including day support activities without an exception.
- c. CDDP must maintain Transportation Local Match rosters and report changes regarding Individuals eligible for Transportation Local Match to transit districts as outlined in transportation worker's guide. CDDP's failure to report these changes to the transit district will result in CDDP paying for rides provided to Individuals ineligible for Transportation Local Match.

9. Special Projects.

- a. Special Projects are a mechanism for special payments as a pass-through payment to the CDDP.
- b. All requests must be submitted to ODDS.FundingReview@dhsoha.state.or.us prior to authorization.
- c. Performance requirements for Special Projects not otherwise defined in this Agreement are described below:
 - (1) A Special Project must be authorized in advance by ODDS, and the Special Project must be performed prior to ODDS releasing funding. Funding for Special Projects will be paid to the CDDP through eXPRS or direct payment.
 - (2) Terms and conditions of each Special Project will be defined in cooperation with the CDDP.
- d. All Special Project funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.

10. Room and Board General Fund (R&B GF).

- a. Services for R&B GF are limited to those Individuals with I/DD who are not Medicaid eligible due to the Individual being undocumented but are working

towards United States citizenship. R&B GF Services assist these Individuals with room and board (R&B), personal incidental items, and as necessary, allowable medical expenditures.

b. Authorizing R&B GF Services.

- (1) Individuals must be 18 or older and concurrently receiving Residential Services or Adult Foster Home Services.
- (2) Services must be approved in advance by ODHS. CDDP must submit the following documentation when requesting R&B GF Services:
 - (a) Individual's name;
 - (b) Individual's prime number;
 - (c) Effective date of requested R&B GF Services;
 - (d) Amount of monthly funds requested;
 - (e) Information regarding Individual's citizenship status;
 - (f) Steps Individual has taken to date in obtaining citizenship;
 - (g) Steps to be taken by the Individual to obtain citizenship during the time frame requested for R&B GF Services;
 - (h) A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical expenditures is requested;
 - (i) A methodology for calculating the funds for medical expenditures, if applicable;
 - (j) Documentation that the Individual has been denied Citizen Alien Waived Emergent Medical (CAWEM) and Oregon Health Plan (OHP) insurance coverage.
- (3) An Individual cannot receive R&B GF medical expenditure funding if the Individual is receiving OHP or CAWEM benefits unless the ISP team determines that the Individual's medical needs exceed what is covered CAWEM benefits and requests an exception.
- (4) If the Individual has been approved to receive R&B GF medical expenditure funding and has been approved for CAWEM, CAWEM must be used for any medical expenditure covered by CAWEM. CAWEM coverage is limited to emergency medical services only.
- (5) R&B GF funds may be used for an Individual in a medical emergency even though the emergency situation is not included in the ISP. For purposes of this Exhibit B Part 2, an emergency situation is defined as a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the Individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.
- (6) The following medical services are not authorized under R&B GF Services:
 - (a) Routine dental care and diagnostic testing such as annual or semi-annual cleanings, fillings, root canals and routine x-rays.

- (b) Routine eye exams, diagnostic testing, contacts, glasses, and lenses.
- (7) R&B GF authorizations may not exceed 12 months. If requesting a renewal, CDDP must submit:
 - (a) Updated information about the status of the Individual's citizenship;
 - (b) Steps the Individual has taken towards citizenship since the last update;
 - (c) Steps to be taken by the Individual to obtain citizenship during the requested timeframe for renewed R&B GF Services; and
 - (d) Updated documentation on CAWEM and OHP eligibility.

c. Rate Setting for R&B GF Services.

- (1) The funds awarded for R&B GF Services for R&B and personal incidentals are equivalent to the anticipated federal Supplemental Security Income (SSI) as defined in Code of Federal Regulations (CFR) Part 416.101 – 416.121, 416.401 – 416.435 and 416.501 - 416.665, and the Oregon Supplemental Income Program (OSIP) Manual under "Room and Board and Personal Needs Standards". Monthly rates are subject to change to reflect federal cost-of-living or other ODHS approved adjustments. These monthly rate changes do not require a request by CDDP and approval from ODHS. Any monthly rate adjustments resulting from these changes will be added by ODHS to awards ODHS authorized for Individuals receiving R&B GF Services.
- (2) R&B GF funds must be used for "current maintenance" costs incurred by an Individual receiving R&B GF Services, as defined in the above-referenced CFRs, the OSIP Manual, and as outlined in this Exhibit B Part 2. Current maintenance includes the room and board fees charged by the Provider to the Individual and costs incurred for clothing, medical care authorized by ODHS, and personal comfort care for the Individual, whether provided directly by, or facilitated by, the Provider of the R&B GF Services.
- (3) R&B GF funds used for an Individual's medical expenses must only be for necessary medical expenditures for the Individual up to the amount authorized by ODHS.

d. Disbursement of R&B GF Service Funds.

- (1) A SEPA will be created for the total amount of the R&B GF Service allowed for the Individual prior to Services being rendered.
- (2) R&B GF funds are disbursed through a PPA in eXPRS to the CDDP.
- (3) R&B and personal incidental funds are disbursed at the beginning of each Service month through a ODHS created 12-month PPA. CDDP must remit payment to the Provider after receiving disbursement.

- (4) Medical Expenditures are disbursed at the beginning of a service period through an ODHS created three-month PPA. CDDP must remit payment to the Provider after receiving disbursement. If ODHS has paid to CDDP, through the release of the PPA funding, more R&B GF medical expenditure funds than reported by the Provider and submitted by CDDP, ODHS will stop releasing funds for R&B GF medical expenditures until the balance due CDDP for R&B GF medical expenditures is no less than one month of the allocated PPA funding. If a Provider's monthly medical expenditure report shows the Provider needs additional medical expenditure funds to cover future medical costs for an Individual, and the additional funds and medical expenditures are within the Individual's ODHS authorized funding, then ODHS will release the additional funding up to, but not to exceed, the SEPA amount.

e. Special Provisions of R&B GF Services.

- (1) Medical expenditure funding for an Individual for R&B GF Services paid to a Provider via CDDP may only be carried over into future months within the same biennium. When medical expenditure funding carry-over occurs, the next monthly payment to CDDP for the Individual will be reduced by ODHS by the amount carried over from the previous months. CDDP may not carry over funding of R&B GF Services for medical expenditures into the next biennium. The medical expenditure funding must be returned to ODHS immediately upon request by ODHS, or within 45 calendar days of the end of the biennium in which the funds were paid, whichever date is sooner.
- (2) CDDP shall notify ODHS within 14 calendar days if the Individual's circumstances change and the Individual is no longer eligible for R&B GF Services.
- (3) ODHS may request at any time other information regarding the use of R&B GF Services or the justification of such Services. CDDP must respond to any request within 10 business days.
- (4) CDDP must submit to ODHS quarterly, paid Provider invoices for R&B and personal incidental expenditures. Provider invoices must reflect that the Individual received the R&B GF Services during the time period covered by the invoices. If paid Provider invoices are not received by ODHS, the R&B and personal incidental funds paid to Provider, and not supported by paid Provider invoices, must be recovered by CDDP and CDDP must then return this R&B GF funding to ODHS.
- (5) For Medical Expenditures:
- (a) Providers shall report to CDDP the allowable medical expenditures each month on a ODHS prescribed form. This monthly report will serve as the Provider invoice for medical expenditures for R&B GF Services. This monthly medical expenditure report must include the following, at minimum:

- i. Individual's name;
 - ii. Individual's prime number;
 - iii. Month or timeframe for the reported R&B GF Services;
 - iv. Provider's name and eXPRS Provider number;
 - v. Description of each medical expenditure listed separately;
 - vi. Amount of each medical expenditure;
 - vii. Name of entity providing the R&B GF Service, such as the name of pharmacy, doctor, or therapist; and
 - viii. Actual date of R&B GF Service, not the date the Service was paid for by the Provider.
- (b) Provider must submit a monthly medical expenditure report to the CDDP within 14 calendar days of the end of each month R&B GF Services were provided. The Provider medical expenditure report for the last month in the biennium must be submitted to CDDP within 14 calendar days of the end of each biennium.
 - (c) CDDP shall submit for payment the Provider's monthly medical expenditure report on a form prescribed by ODHS no later than 45 calendar days from the end of the month in which R&B GF Services were provided. ODHS will review this report for accuracy and adherence to this Exhibit B Part 2. CDDP will be notified of any non-allowable expense and will be required to recoup the funding from the Provider. CDDP will remit to ODHS the recouped funding within 45 calendar days of recoupment.
- f. ODHS reserves the right to end R&B GF Services with proper notice to the Individual, Provider and CDDP.
 - g. All R&B GF funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.
 - h. All invoices must be submitted to cau.invoice@dhsosha.state.or.us.

11. Eligibility and Licensing.

- a. Eligibility and Licensing encompasses the activities related to determination of Eligibility of Individuals under OAR Chapter 411, Division 320 and assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346, unless otherwise exempt under Oregon law.
- b. Standards and Procedures not identified in rule.
 - (1) Special Reporting Requirements
 - (a) Upon ODHS' written request, CDDP will provide data and information relative to the implementation of Eligibility and

- Licensing Services within the time specified by ODHS in its request to CDDP.
- (b) CDDP must ensure applications, determinations and reason for decision is documented in eXPRS as outlined in OAR 411-320-0080. Upon request from ODHS, the CDDP must complete the eligibility tracking document and provide a response within 30 calendar days of request.
- (2) **Billing and Payment Procedures**
- (a) ODHS will provide CDDP with funding for Eligibility and Licensing Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.
 - (b) ODHS will disburse funding for Eligibility and Licensing Services for a specified period of time 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. Any recovery of funding will be done as outlined in Exhibit B Part 3 of this Agreement.
- (3) CDDP, as a Provider of Eligibility and Licensing Services that are funded by ODHS, must:
- (a) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (14), and meet qualifications outlined in OAR 411-320-0030 (5)(d), to perform the duties outlined in OAR 411-320-0030 (9)(b) and OAR 411-415-0050; or have an agreement with another CDDP to perform eligibility determination for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform eligibility determinations, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.
 - (b) Employ an identified individual as a Licensor who meets qualifications indicated in OAR 411-320-0030 (5)(g) and performs the duties outlined in OAR 411-320-0030 (9)(e); or have an agreement with another CDDP to perform foster care licensing and certification for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform foster care licensing and certification, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.
 - (c) Employ sufficient staff to perform the eligibility determinations and licensing duties within required timelines for its own CDDP and the CDDP with whom it is subcontracting if performing these duties for another county.

- (d) Use ODHS approved systems, forms, and procedures for eligibility determination services.
- (e) Inform ODHS' Office of Developmental Disabilities Services (ODDS) of the name(s) of the CDDP's designated Eligibility Specialist(s) and notify ODDS if the CDDP assigns a new Eligibility Specialist.
- (f) Will determine an Individual's eligibility for Services within the time frames identified by ODHS in OAR 411-415-0030 and OAR 411-320-0080.
- (g) Ensure that an Eligibility Specialist (ES), or the ES processor with the appropriate training and eXPRS user role, completes the appropriate eligibility paperwork and intake screens in eXPRS.
- (h) Complete the eXPRS eligibility within ten business days of any eligibility determination or change.
- (i) Complete the supplemental LOC assessment through the Oregon Needs Assessment, in compliance with OAR 411-415-0060.

12. Case Management Operations.

- a. Case Management Operations encompass the activities related to the general administration and management of a Community Developmental Disabilities Program (CDDP). These activities include, but are not limited to, ensuring that all CDDP staff receive necessary training, that all services offered by the CDDP are understood by staff, as well as the rules that govern those services, and that all staff comply with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff.
- b. Case Management Services are delivered to Individuals who are eligible for Intellectual and or Developmental Disabilities Services (I/DD Services) funded by ODHS in an identified Program Area.
- c. **General Performance Requirements.**
 - (1) For each eligible Individual receiving Case Management Services, the CDDP shall create and submit a Client Prior Authorization (CPA) in eXPRS for Case Management Services within five business days of the CDDP's determination that the Individual is eligible for Case Management Services. Updates or changes to an Individual's eligibility or service period for Case Management Services must be reflected in the Individual's CPA within five business days of the CDDP's receipt of notification of change. The Case Management CPAs that are submitted successfully by the CDDP and are accepted through eXPRS will serve as the CDDP enrollment roster for Case Management Services.
 - (2) Providers of Case Management Services funded by ODHS shall:
 - (a) Comply with the requirements of OAR Chapter 411 Division 320 "Community Developmental Disabilities Program" and Division

415 “Case Management Services for Individuals with Intellectual or Developmental Disabilities”, as such rules may be revised from time to time.

- (b) Complete annual plan entry into eXPRS for any Plan of Care Services under the guidelines identified in OAR 411-415-0070 “Service Planning”. Failure to follow the guidelines identified may result in payment withholding for services rendered or other actions as deemed appropriate by ODHS.
- (c) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of Case Management Services.
- (d) Comply with all ODHS requirements designed to assure the timely and accurate enrollment, Service Authorization, and service payment for Individuals receiving Case Management Services.
- (e) Ensure that all Claims billed are for activities that meet ODHS guidelines for Case Management.
- (f) Ensure each Individual receiving Case Management Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
- (g) Complete and submit Case Management Service eligibility or enrollment information via established methods, and update forms following instructions and using forms(s) or method(s) designated by ODHS. Failure to submit the Case Management Service eligibility or enrollment form may delay the approval of the service authorization for Case Management Services.
- (h) Ensure that all Oregon Administrative Rules and ODHS policies, procedures, and Transmittals are complied with and that CDDP staff provide Case Management Operations in compliance with Exhibit B Part 2 of this Agreement.

d. Special Reporting Requirements.

- (1) Upon the written request of ODHS, the CDDP shall supply data and information relative to the implementation of Case Management Services within 14 business days of request, unless otherwise mutually agreed upon.
- (2) CDDP shall respond to ODHS staff inquiries or written requests for additional information within five business days of a request pertaining to a complaint or administrative hearing to include, but not be limited to, eligibility or service complaints and hearings.

- (3) Upon reasonable notice, CDDP staff shall cooperate in any administrative hearing as a witness at any stage of the hearing or any other legal matters arising from their role including, but not limited to, eligibility or service complaints.

e. Funding for Case Management Services.

- (1) Case Management funding is based upon the amount of qualified billable RFFS Claims submitted by the Provider of Case Management Services, up to the monthly amount authorized by the CDDP's Case Management service authorization.
- (2) Case Management funding is paid to the CDDP after the Claims processing cycle on the 15th of the month based on Title XIX eligible Claims cleared since the first of the month. Title XIX eligible Claims made for the previous month(s) that have cleared but have not previously been paid, will also be processed for payment at this time up to the monthly authorized amount. General fund Claims submitted for the time period between the 1st of the month and the 15th of the month will be held until the next monthly Claims processing cycle described in 12.e.(3) of this Exhibit B Part 2.
- (3) Case Management funding is paid to CDDP after the Claims processing cycle on the last day of the month based on:
- (a) If any funds remain or are available in the monthly authorized amount;
 - (b) Title XIX eligible Claims cleared since the 15th will be processed and paid first;
 - (c) Title XIX eligible Claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the maximum monthly authorized amount;
 - (d) If any funds remain or are available for the month after payment of the Title XIX eligible Claims, general fund Claims that have cleared that month will be processed and paid third; and
 - (e) General fund Claims cleared but not yet paid for the previous month(s) will be processed and paid fourth until the monthly authorized amount is exhausted.
- (4) ODHS is not obligated to provide funding for any Case Management Services that are not properly documented in Individual case files, or are not properly reported through eXPRS within 12 months of the Case Management Service, and by the date 60 calendar days after the earlier of expiration or termination of the Agreement; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDP's obligation to include the Program Area in which the Case Management Services are provided.

- (5) Provider of Case Management Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to Case Management Services, by ensuring the PLA ending balance is zero, within 60 calendar days after the earlier of expiration or termination of the Agreement with ODHS; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDPs obligation to include the Program Area in which the Case Management Services are provided.
- (6) Each Individual receiving Case Management Services must have an active, accepted CPA within eXPRS for the period the Case Management Services are provided to the Individual in order for Provider to submit a qualifying Claim.
- (7) For each unit of Case Management Services reported in eXPRS as delivered to an Individual, a qualifying billable Case Management Service must have been delivered to the Individual and sufficiently documented in progress notes within the Individual's file. ODHS will not provide funding for more than one billable Case Management Service or unit per Individual per day. CDDP will void or back out any submitted claims that are determined not to meet Case Management Services.

13. Abuse Investigation Services.

- a. 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. CDDP must operate a Community Developmental Disabilities Program, or have a service agreement with another CDDP, to perform abuse investigation activities. The abuse investigator specialist serves as the "designee" of ODHS under ORS 430.731, 430.735 to 430.765.
- b. **General Performance Requirements.**
 - (1) When providing Abuse Investigation Services for ODHS, CDDP 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 ORS 430 and OAR Chapter 407, Division 045 "Office of Training, Investigations and Safety "(OTIS), as such statutes and rules may be revised from time to time.
 - (c) Comply with ODHS policies and procedures and ODHS Transmittals requesting action or providing policy information.
 - (2) CDDP must employ individuals as abuse investigators or have an agreement with an identified CDDP or Subcontractor, to perform abuse investigation activities which include the provision of Abuse Investigation Services in a Program Area and who will be referred to as the "Abuse Investigator".

- (3) CDDP or Subcontractor shall employ, provide training, and require attendance to mandatory training for Abuse Investigators indicated in the Workload Model for Abuse Investigation Services within the funding allotted.
- (4) Abuse Investigators must use a State approved information system, forms, and procedures for acting on mandatory abuse reports, assessing protective services, and conducting investigations for documentation of findings regarding abuse allegations.
- (5) Abuse 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 Training, Investigations and Safety" must be reviewed and approved by OTIS.
- (6) Abuse Investigators must participate in quarterly meetings held by OTIS.
- (7) Upon reasonable notice, Abuse Investigators must participate in a contested case matter, including as a witness, at any stage of the hearing or any other legal matters arising from their role.
- (8) Abuse 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.
- (9) Per ORS 430.731(3) a person employed by a CDDP as a case manager may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability.
- (10) 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.
- (11) 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 OTIS to confirm the conflict of interest and then coordinate the out of CDDP investigation with the assigned OTIS special investigator.
 - (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.

c. Special Reporting Requirements.

Upon ODHS' written request, a CDDP will provide data and information relative to the implementation of Abuse Investigation Services within the time specified by ODHS in its request to CDDP.

d. Billing and Payment Procedures.

- (1) ODHS will provide CDDP with funding for Abuse Investigation Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.
- (2) ODHS will disburse funding for Abuse Investigation 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:
 - (a) If CDDP fails to deliver Abuse Investigation Services for part of a month, the funding for Abuse Investigation Services for that month will be prorated and ODHS may reduce future disbursements of Abuse Investigation funds accordingly.
 - (b) If requested by ODHS, CDDP shall also accept an appropriate SEPA Adjustment to amend funding for Abuse Investigation Services as a result of a CDDP's failure to deliver the Abuse Investigation Services for a full month.

14. Centralized Abuse Management System Procedures.

- a. CDDP must record all serious incidents, complaints of abuse, death reviews, and abuse investigations in the ODHS approved Centralized Abuse Management (CAM) System.
- b. **Abuse Data Measures.**

#	Metric	Metric Explanation
(1)	Timeliness of First Contact	Abuse investigations meeting applicable response times according to OAR.
(2)	Investigation Cycle Time	Number of days from opening an investigation to the date the investigation is closed.
(4)	Screening Timelines	Allegations screened in compliance with OAR timelines.
(5)	Caseload Ratio	Number of investigations opened per abuse investigator.

(6)	Re-abuse Rates	Number of victims with multiple substantiations of abuse.
(7)	Core Competency Training	Number of new investigators who complete Core Competency Training within 6 months of hire.
(8)	Annual Training Hours	Number of abuse investigators who complete 20 hours of annual training.
(9)	Serious Incidents and Investigations	Number of investigations with related serious incidents.

c. Serious Incident Measures.

#	Metric	Metric Explanation
(1)	Serious Incidents Entered	Number of serious incidents meeting applicable entry timelines.
(2)	Serious Incidents Closed	Number of serious incidents meeting closure timelines.
(3)	Serious Incident Recommended Actions	Number of serious incidents recommended actions with documented outcome.
(4)	Serious Incident Types	Number of serious incidents reported.

- d.** ODHS in coordination with CDDP will gather baseline data and establish appropriate compliance targets for the identified measures.
- e.** CDDP will be responsible for gathering data, outlining patterns and trends, and reporting on compliance within the agreed upon measures.
- f.** At a minimum, CDDP will submit quarterly data reports on an approved ODHS template.
- g.** The quarterly data reports and the trend reports described below will be provided to IncidentMgmt.TechAssistance@dhsoha.state.or.us.
- h.** ODDS will outline the reporting timelines for the CDDP:
- i. Quarterly Trend Reports.**
- (1) A comparison of actual trend results versus trend targets for the current period and at least the two previous periods.
 - (2) A proposed action plan for each measure not in compliance with the agreed upon compliance targets.
 - (3) An action plan will include:
 - (a) An analysis/statement of the root causes/reasons for not meeting the compliance targets.

- (b) A description of solutions identified and recommended by the CDDP in order to meet the agreed measures.
- (c) A timeframe for implementing the solutions.

EXHIBIT B PART 3

Financial Terms and Conditions

1. Disbursement of Payments.

- a. Disbursement Generally.** Subject to the conditions precedent to disbursement set forth in subsection c. below, ODHS shall disburse the payments described in the SEPA to CDDP and or Subcontractors in accordance with the procedures set forth in this Section 1 and, as applicable, in Exhibit B Part 2 “Service Element Standards and Procedures”. Disbursement procedures may vary by DD Service.
- If County subcontracts any or all Service(s) covered under this Agreement, County must forward all funds related to the Services subcontracted to Subcontractor within ten business days of receipt from ODDS. If the entire CDDP program is subcontracted County cannot retain any of the funding.
- b. Disbursements Remain Subject to Recovery.** All disbursements of funds to CDDP and or Subcontractors under this Agreement remain subject to recovery from CDDP, in accordance with Section 7 below, as a Misexpenditure.
- c. Conditions Precedent to Disbursement.** ODHS’ obligation to disburse payments to CDDP and or Subcontractors under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No CDDP default as described in Exhibit E “Standard Terms and Conditions” has occurred.
 - (2) CDDP’s representations and warranties set forth in Section 4 “Representations and Warranties” of Exhibit E “Standard Terms and Conditions” are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

2. Use of Funding.

- a.** CDDP shall use all funds disbursed to CDDP under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver DD Services during the term of this Agreement. Depositing these contracted funds into a single pool, making one dollar indistinguishable from another, is prohibited and subject to audit. However, CDDP may deposit funds from different sources, including the funds from ODHS, into a single account if the different funding streams are accounted for and trackable, sometimes referred to as “braiding.”
- b.** CDDP shall not use the funds for indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if CDDP does not have a federally approved Negotiated Indirect Cost Rate. If the CME was issued an approved Negotiated Indirect Cost Rate with CMS proof of this rate must be submitted. No documentation is required to justify the 10% de minimis indirect cost rate. However, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

3. Effect of Amendments Reducing Funding.

- a. If CDDP and ODHS amend the SEPA to reduce the amount of funding awarded for a particular DD Service, CDDP is not required by this Agreement to utilize other CDDP funds to replace the funds no longer received under this Agreement as a result of the amendment and CDDP may, from and after the date of the SEPA, reduce the quantity of that DD Service included in its CDDP commensurate with the amount of the reduction in funds awarded for that DD Service.
- b. If a CDDP receives Local Match funding to recoup the reduced funding, DD Services may not be reduced. Nothing in the preceding sentence shall affect CDDP's obligations under this Agreement with respect to payments disbursed by ODHS under this Agreement or with respect to DD Services delivered.

4. Audit Requirements.

- a. ~~CDDP, or~~ a CDDP operated by a non-county Subcontractor, is required to submit to ODHS an Audit within 120 calendar days of the end of the previous fiscal or biennial period. Audits must:
 - (1) Cover the entire previous fiscal or biennial period and include all federal and state funds provided to CDDP as part of this Agreement.
 - (2) Must be submitted directly to ODDS.Contracts@dhsosha.state.or.us by the auditing agency or a Certified Public Accountant (CPA).
- b. Failure to submit a proper Audit within 120 calendar days of the end of the previous fiscal or biennial period may result with ODHS withholding further funding to CDDP until Audit is submitted to ODHS. ODHS may allow for one 60-calendar day extension to this if the CDDP can document due diligence in attempting to meet the requirements of this subsection prior to the end of the 120-calendar day period.

5. Carryover.

- a. Funds received by CDDP for the Service Elements Eligibility and Licensing and Abuse Investigations that remain available at the close of a State fiscal year or a biennium, may be retained by CDDP upon ODHS review and approval ("Carryover"). The amount or percentage of funding to be retained by CDDP shall be determined by ODHS. Any amount of Carryover funds authorized by ODHS is to be used by CDDP in support of DD Services provided to Individuals as approved by ODHS and may not be co-mingled with other County programs or departments.
- b. Carryover funds retained from a previous biennium must be reported to ODHS to the cau.invoice@dhsosha.state.or.us email using the form provided by ODHS. The report must include the following:
 - (1) Amount of awarded funds or other compensation paid directly to the CDDP under this Agreement.

- (2) A written description of how the Carryover funds will be used by CDDP to increase DD Services or cover costs of DD Services under the same Service Element for which the funds were awarded to CDDP in the previous biennium.

6. Process for Settlement.

CDDP shall cooperate with ODHS during the biennial, or any interim, Settlement process for those DD Services where funds are paid directly to CDDP or as defined in Exhibit B Part 2 of this Agreement.

- a. ODHS will analyze the ODHS paid versus CDDP expended funds, for each DD Service funded under this Agreement directly to CDDP, for the timeframe of the Settlement process. Upon completion of the ODHS analysis, ODHS will notify CDDP via an e-mail addressed to the CDDP Administrator of the results of its Settlement process (“Settlement Notification”). The Settlement Notification will include the following:
 - (1) Settlement Cover Letter, and
 - (2) Initial Settlement Report.
- b. CDDP shall have 90 calendar days from the date of the Settlement Notification to respond with corrections, additional information, or acceptance of the Settlement amount as presented by ODHS.
- c. CDDP shall submit any additional information or corrections on the spreadsheet provided in the Initial Settlement Report per the instructions in the Settlement packet, as well as any documentation needed to support a disputed amount (the “Response File”).
- d. ODHS shall review and respond to CDDP’s Response File within 120 calendar days of receipt of the Response File. ODHS shall clearly identify in a revised Settlement Notification, emailed to the CDDP Administrator, which items ODHS has accepted or denied.
- e. Any additional backup documentation provided by CDDP is subject to 42 CFR §447.45 Medicaid Claims which allows Medicaid match for new Claims if paid within 12 months from date of Service and seven quarters plus current quarter for corrections to existing Claims.
- f. If ODHS and CDDP continue to disagree as to the Settlement amount, the parties may agree to further appropriate dispute resolution processes, subject to Exhibit E Section 20 “Resolution of Disputes” of this Agreement.
- g. The final Settlement Notification sent by ODHS to CDDP shall indicate the amount and the expected date of payment to ODHS by way of a check from CDDP or recovery through future payments in the manner described in this Exhibit B Part 3. If funds are to be paid to CDDP, the final Settlement Notification shall indicate the amount and the expected date of payment by check from ODHS. Any disputes to the final Settlement Notification shall be resolved through the appeals processes as outlined in this Exhibit B Part 3.

7. Recovery of Funding for Misexpenditure.

- a. If ODHS identifies a Misexpenditure of moneys disbursed to CDDP under this Agreement, ODHS shall provide CDDP by e-mail with written notice thereof and ODHS and CDDP shall engage in the process described in subsection 7.b. below.
- b. From the date of the notice of Misexpenditure, CDDP shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) that ODHS has to appeal a final written decision from the federal government, to either:
 - (1) Make a payment to ODHS of the full amount of the noticed Misexpenditure identified by ODHS; or
 - (2) Notify ODHS that CDDP wants to repay the amount of the noticed Misexpenditure from future payments pursuant to subsection 7.d. below; or
 - (3) Notify ODHS that it wants to engage in the applicable appeal process set forth in subsection 7.c. below.

c. Appeal Process for Misexpenditure.

If CDDP notifies ODHS that it wants to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

(1) Appeal from ODHS-Identified Misexpenditure.

If ODHS' notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 34 b. or c. of Exhibit A "Definitions", CDDP and ODHS shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure.

- (a) CDDP and ODHS shall engage in non-binding discussions to give CDDP an opportunity to present reasons why it claims that there is no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by ODHS; and to give ODHS the opportunity to reconsider its notice of recovery.
- (b) CDDP and ODHS may negotiate an appropriate apportionment of responsibility for the recovery of a Misexpenditure. At CDDP's request, ODHS will meet and negotiate with the CDDP in good faith concerning appropriate apportionment of responsibility for recovery of a Misexpenditure. In determining an appropriate apportionment of responsibility, CDDP and ODHS may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure.

- (c) If ODHS and CDDP reach agreement on an amount owed to ODHS, CDDP shall, promptly repay that amount to ODHS by issuing payment to ODHS or direct ODHS to withhold future payments pursuant to subsection 7 d. below.
 - (d) If ODHS and CDDP continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration.
- (2) Appeal from Federal-Identified Misexpenditure.
- (a) If ODHS' notice of Misexpenditure is based on a Misexpenditure of the type described in Section 34 a. of Exhibit A "Definitions" and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid Fraud or abuse, then CDDP may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that ODHS appeal the determination of improper use, notice of disallowance, or other federal identification of improper use of funds, in accordance with the process established or adopted by the federal agency.
 - (b) If CDDP so requests that ODHS appeal the determination of improper use of Federal Funds, federal notice of disallowance, or other federal identification of improper use of funds, the amount in controversy shall, at the option of CDDP, be retained by CDDP or returned to ODHS pending the final federal decision resulting from the initial appeal.
 - (c) If CDDP does request, prior to the deadline set forth in (2) (a) above, that ODHS appeal, ODHS shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. CDDP and ODHS shall cooperate with each other in pursuing the appeal.
 - (d) If the Grant Appeals Board or its equivalent denies the appeal, then either CDDP, ODHS, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the

initial appeal is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below. To the extent that CDDP retained any of the amounts in controversy while the appeal was pending, CDDP shall pay to ODHS the interest, if any, charged by the federal government on such amount.

- (e) If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds or CDDP does not request that ODHS pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if ODHS does not appeal, then within 90 calendar days of the date the federal determination of improper use of Federal Funds, the federal notice of disallowance, or other federal identification of improper use of funds is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure by issuing a payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below.
- (f) If CDDP does not request that ODHS pursue an appeal of the determination of improper use of Federal Funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline, but ODHS nevertheless appeals, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below.
- (g) If the Misexpenditure was expressly authorized by a ODHS rule or a ODHS writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, CDDP will not be responsible for repaying the amount of the Misexpenditure to ODHS, provided that:
 - i. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, CDDP and ODHS will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - ii. For purposes of this section, a ODHS writing must interpret this Agreement or a ODHS rule and be signed by the

Director of ODHS or by one of the following ODHS officers concerning DD Services:

Director of the Office of Developmental Disabilities Services;

Deputy Director of the Office of Developmental Disabilities Services;

Chief Operating Officer of the Office of Developmental Disabilities Services.

ODHS shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon CDDP request, ODHS shall notify CDDP of the names of individual officers with the above titles. ODHS shall send ODHS writings described in this paragraph to CDDP by mail and e-mail and to CDDP's directors by e-mail.

- iii. The ODHS writing must be in response to a request from the CDDP for expenditure authorization, or a statement intended to provide official guidance to the CDDP or counties generally, for making expenditures under this Agreement. The ODHS writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- iv. If the ODHS writing is in response to a request from CDDP for expenditure authorization, the request must be in writing and signed by the director of a CDDP department with authority to make such a request or by CDDP Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- v. A ODHS writing expires on the date stated in the writing, or if no expiration date is stated, upon expiration of this Agreement. An expired ODHS writing continues to apply to CDDP expenditures that were made in compliance with the writing and during the term of the writing.
- vi. ODHS may revoke or revise a ODHS writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority. However, ODHS is not responsible for a Misexpenditure that was based on a ODHS writing that was effective at the time of the Misexpenditure.

- vii. The ODHS rule or the ODHS writing does not authorize an expenditure that this Agreement prohibits.

d. Recovery of Misexpenditure from Future Payments.

- (1) To the extent that ODHS is entitled to recover a Misexpenditure pursuant to subsection 7 b. above, ODHS may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by ODHS, including, but not limited to, any amount owed to CDDP by ODHS under this Agreement, or any amount owed to County by ODHS under any other contract or agreement between County and ODHS, present or future.
- (2) ODHS shall provide the CDDP with written notice of its intent to recover the amount of the Misexpenditure as set forth in this section from amounts owed CDDP by ODHS, and ODHS shall identify the amounts owed by ODHS to CDDP which ODHS intends to offset to recover the Misexpenditure amount, including the contracts or agreements, if any, under which the amounts owed arose and those other contracts or agreements from which ODHS wishes to deduct payments.
- (3) CDDP shall then have 14 calendar days from the date of ODHS' notice in which to request the deduction be made from other amounts owed to County by ODHS and identified by CDDP. ODHS shall comply with CDDP's request for alternate offset.
- (4) In the event that ODHS and the CDDP are unable to agree on which specific amounts, owed to CDDP by ODHS, ODHS may offset in order to recover the amount of the Misexpenditure, then ODHS may select the particular contracts or agreements between ODHS and CDDP and amounts from which it will recover the amount of the Misexpenditure, after providing notice to CDDP, and within the following limitations:
 - (a) ODHS shall first look to amounts owed to CDDP (but unpaid) under this Agreement.
 - (b) If that amount is insufficient, then ODHS may look to any other amounts currently owing or owed in the future to County by ODHS.
 - (c) In no case, without the prior consent of County, shall ODHS deduct from any one payment due County under the contract or agreement from which ODHS is offsetting funds an amount in excess of twenty-five percent (25%) of that payment.
 - (d) ODHS may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

8. Additional Settlement and Misexpenditure Provisions.

- a. CDDP shall cooperate with ODHS in the Settlement process throughout the Agreement term and with the Agreement Settlement process upon termination or expiration of the Agreement.

- b. ODHS' right to recover through Settlement and the Misexpenditure process from CDDP under this Agreement is not subject to or conditioned on CDDP's recovery of any money from any other entity.
 - c. If the exercise of ODHS' right to offset under this provision requires CDDP to complete a re-budgeting process, nothing in this provision shall be construed to prevent CDDP from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - d. Nothing in this provision shall be construed as a requirement or agreement by CDDP to negotiate and execute any future contract with ODHS.
 - e. Nothing in this Section 8 shall be construed as a waiver by either party of any process or remedy that might otherwise be available.
9. **Resolution of Disputes over Additional Funds Owed CDDP After Termination or Expiration.**

If, after termination or expiration of this Agreement, CDDP believes that ODHS disbursements of funds under this Agreement for a particular DD Service are less than the amount of funds that ODHS is obligated to provide to CDDP under this Agreement for that DD Service, as determined by the Agreement Settlement, and in accordance with the applicable funding calculation methodology, CDDP shall provide ODHS with written notice thereof. ODHS shall have 90 calendar days from the effective date of CDDP's notice to pay CDDP in full or notify CDDP that it wishes to engage in a dispute resolution process. If ODHS notifies CDDP that it wishes to engage in a dispute resolution process, CDDP and ODHS' Agreement Administrator shall engage in non-binding discussion to give ODHS an opportunity to present reasons why it believes that it does not owe CDDP any additional funds or that the amount owed is different than the amount identified by CDDP in its notices, and to give CDDP the opportunity to reconsider its notice. If ODHS and CDDP reach agreement on the additional amount owed to CDDP, ODHS shall promptly pay that amount to CDDP. If ODHS and CDDP continue to disagree as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration. Nothing in this Section 9 shall preclude CDDP from raising underpayment concerns at any time prior to termination or expiration of this Agreement.

EXHIBIT C
Special Terms and Conditions

1. CDDP Authorization of Client Services.

- a. CDDP shall submit a service authorization for the DD Services CDDP is responsible to authorize that are identified in Exhibit B Part 2 Section 1 "Provision of Services" of this Agreement.
- b. CDDP shall upload all applicable documentation supporting the service authorization and rates within eXPRS. Supporting documentation does not include the ISP.
- c. CDDP shall follow current Service Element Standards and Procedures as identified in Exhibit B Part 2 of this Agreement in establishing a service authorization.
- d. CDDP shall end all applicable service authorizations within 10 business days of the date the Individual exits a DD Service or Services.
- e. CDDP shall not authorize a Provider to begin or continue delivery of Services if the Provider's enrollment in eXPRS and any required credentials for the Service are incomplete or have lapsed.

2. ODHS Approval of CDDP Authorized Services.

- a. ODHS may randomly review CDDP authorizations and associated documentation for DD Services. If ODHS has questions or finds errors in CDDP submitted documentation, ODHS shall work with CDDP and any other lawful parties to remedy the outstanding issues.
- b. ODHS reserves the option, in its sole discretion, to require CDDP to terminate a plan or any element of a plan entered into POC upon determining that the DD Services were authorized outside of the requirements for the Service; or the plan procedure code was affected by statute, rules, or ODHS policies or procedures; or the Services were not authorized under this Agreement.

3. Appointment of CDDP Administrator.

The CDDP employee, identified by the CDDP via e-mail to ODHS as the "CDDP Administrator", is authorized to:

- a. Amend the Service Element Prior Authorization (SEPA), on behalf of CDDP, and amend this Agreement by execution and delivery of amendments in the name of CDDP in hard copy, electronically, or, with respect to the SEPA only, through electronic acceptance of SEPA Adjustments in eXPRS.
- b. Enable, on behalf of CDDP, the disbursement of funds under this Agreement that is described in the SEPA, through submission and modification of service authorizations, either electronically through eXPRS or by submission of hard copy documents to ODHS; and to authorize Providers, to submit Disbursement

Claims on behalf of CDDP, either electronically through eXPRS or by submission of hard copy documents to ODHS.

- c. Authorize others, including but not limited to CDDPs subcontracting with a County, to take one or more of the foregoing actions on behalf of CDDP except for authorizing amendments to this Agreement and SEPAs.

EXHIBIT D
General Terms and Conditions

1. **Operation of CDDP.** County shall operate or subcontract for the operation of a CDDP during the term of this Agreement. If County wishes to subcontract the operation of a CDDP, the Subcontract must comply with the terms of this Agreement, including but not limited to, Exhibit E, Section 21. If County subcontracts the entire CDDP duties, County will be obligated to pass all funds received for the CDDP to the Subcontractor.
2. **Usage of Funds.** County must hire as many FTEs as possible per the funding allocated within the Workload Model. County shall employ and provide training for all employees and meet the requirements documented in this Agreement, Oregon Revised Statutes, and Oregon Administrative Rules. County shall operate their CDDP within the applicable federal and state rules, regulations, and the terms of this Agreement. All funds received by the County must be used exclusively for the purposes of conducting DD Services.
3. **Reporting Requirements.**
County shall report the FTEs utilized for the Service Elements Eligibility and Licensing, Case Management including Local Match, and Abuse Investigations, if applicable, to ODHS semi-annually or when requested by ODHS. In addition to the FTEs, this report shall include how the FTE's are calculated. ODHS may prescribe the format to be used for this reporting. In addition, County shall provide the days and hours of operation of the CDDP in Attachment #1 as described in Section 5 of Exhibit B Part 1.
4. **Subcontracts.**
 - a. If County chooses to subcontract any or all CDDP Services under this Agreement County must submit a Notice of Intent to Subcontract to odds.contract@dhsosha.state.or.us for review prior to subcontracting. The notice must include, but is not limited to, the name of proposed Subcontractor, qualifications, and services to be subcontracted.
 - b. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all certificates, authorizations and other approvals as identified in the applicable Service Element Standards and Procedures and OARs.
 - c. If County subcontracts a CDDP Service, or portion thereof, from a Subcontractor, the Subcontract with County must be in writing and contain each of the provisions set forth in Exhibit G Part 1, "Required Subcontractor Provisions" in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract with County under the terms of this Agreement, or that are necessary to implement DD Service delivery in accordance with the applicable Service Element Standards and Procedures and any special conditions.
 - d. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to DHS within 90 days of the execution of this Agreement, 90 days of any Amendment to this Agreement, or

upon request. Subcontracts must be submitted to odds.contracts@dhsosha.state.or.us.

- e. In accordance with ORS § 430.670 (3), any private corporation that contracts with a county or the Department of Human Services to operate a developmental disabilities program shall provide an opportunity for competition among private care providers when awarding Subcontracts for provision of services described in ORS 430.630 (1) to (3) and 430.664.
5. **ODHS Reports.** To the extent resources are available to ODHS to prepare and deliver the information, ODHS shall, during the term of this Agreement, provide County with summary reports from data and other Individual data reported to ODHS under this Agreement.
 6. **Technical Assistance.** During the term of this Agreement, ODHS shall provide technical assistance to County in the delivery of DD Services to the extent that funding is allocated to ODHS for this purpose. If the provision of technical assistance to County concerns a Provider or Subcontractor, ODHS may require, as a condition to providing the assistance, that County take all reasonably necessary action with the Provider or Subcontractor to facilitate the technical assistance.
 7. **Amendments Proposed by ODHS.** Subject to Exhibit E Section 27 “Amendments; Waiver; Consent”, County shall review all pending Agreement amendments prepared and presented to County by ODHS by e-mail and act within 60 calendar days of County’s receipt of pending amendment. If County chooses to accept an amendment, County shall follow ODHS’ procedures for signing and returning the amendment to ODHS. If County chooses to reject an amendment, County must submit an e-mail detailing the reason for the rejection to County’s assigned ODHS Agreement Administrator.
 8. **eXPRS Administration.**
 - a. The County’s contract number in eXPRS is 157821.
 - b. **Designation of Direct Contract Chief Security Officer.**
 - (1) The Case Management Entity Administrator may request in writing to designate to ODHS any individual(s) authorized to perform the duties of the security role, in compliance with Exhibit H Part 1 “Privacy and Security Agreement”, currently titled Direct Contract Chief Security Officer (DCCSO), or as such role may be renamed by ODHS.
 - (2) Upon approval of the request, ODHS will send the DCCSO a UserID for accessing eXPRS. If County wishes to designate a substitute DCCSO, the CME Administrator may do so by subsequent written notice to ODHS.
 - (3) The individual designated as the DCCSO is responsible to ensure that County is in compliance with the Privacy and Security Agreement requirements described in Exhibit H Part 1 of this Agreement.
 - (4) If the CME Administrator does not designate another County employee as the DCCSO, the CME Administrator will be designated as the DCCSO and will act as the DCCSO on behalf of the County.

c. Responsibilities of Direct Contract Chief Security Officer.

- (1) The DCCSO shall assign, maintain, and revoke all eXPRS user account securities for County staff.
 - (a) The DCCSO may only assign, maintain, or revoke user account securities upon receipt of the ODHS eXPRS User Enrollment Form signed by the ODHS manager.
 - (b) ODHS eXPRS User Enrollment Form must be maintained by the County.
- (2) The DCCSO shall ensure County staff are in compliance with all eXPRS policies and procedures.

d. Revocation of UserIDs and SEPA Pass Phrase by ODHS or County.

- (1) ODHS may revoke a UserID or SEPA Pass Phrase if ODHS determines that revocation is reasonably necessary for technical or security reasons.
- (2) A UserID or SEPA Pass Phrase may be revoked if ODHS or the County determines:
 - (a) The UserID or SEPA Pass Phrase was not properly issued or created or was obtained by fraud.
 - (b) The UserID or SEPA Pass Phrase has or may have been lost, disclosed, compromised, or subjected to unauthorized use.
 - (c) The County has revoked or modified the authorization of the CME Administrator.
 - (d) County is in default under this Agreement.
- (3) If ODHS revokes a UserID or SEPA Pass Phrase under this Section 8, ODHS will notify the County promptly thereafter.
- (4) ODHS may, without notice to the County, revoke all UserIDs and SEPA Pass Phrases upon termination or expiration of this Agreement.

9. Alternative Formats and Translation of Written Materials, Interpreter Services.

- a.** In connection with the delivery of Service Element services, County shall make available to Client, without charge, upon the Client's reasonable request:
- (1) All Written Materials related to the Services provided to the Individual in alternate formats.
 - (2) All Written Materials related to the Services provided to the Individual in the Individual's preferred format and or language.
 - (3) Oral interpretation services related to the Services provided to the Individual in the Individual's preferred format and or language.
 - (4) Sign language interpretation services and telephone communications access services related to the Services provided to the Individual.

- b. For purposes of the foregoing, “written materials” means materials created by County, in connection with the all Services being provided to the Individual. The County may develop its own forms and materials and with such forms and materials, the County shall be responsible for making them available to an Individual, without charge to the Individual, in the prevalent non-English language(s), including braille, within the County’s Program Area.
- c. ODHS shall be responsible for making its forms and materials available, without charge to the Individual or County, in the prevalent non-English language(s), including braille, within the County’s Program Area. ODHS will provide translation of written materials and oral interpretation, including American Sign Language (ASL) for specific Services outlined in the expenditure guidelines.
- d. Nothing in this Agreement shall cause or require County or ODHS to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in this Agreement.
- e. If County’s staff provides oral interpretation and or translation to Individuals, County will have policies and procedures that address identifying language proficiency of County’s staff.
- f. ODDS reserves the right to review County’s Written Materials.

10. Confidentiality of Information.

a. Client Information.

- (1) All information as to personal facts and circumstances obtained by the County on the Client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Client, his or her guardian, or the responsible parent when the Client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If County, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI), or Criminal Justice Information Services (CJIS) records, in the performance of Work under this Agreement, County shall comply, and ensure that all of County’s officers, directors, employees, agents, and subcontractors comply, with the following provisions:

- (a) With respect to SSA records:
- i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - ii. Adhere to the same security requirements as employees of ODHS;
 - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS' agreement with SSA;
 - iv. Provide its employees and agents the same security awareness training as ODHS employees; and
 - v. Include the provisions of this Section 9.a.(3)(a) in any subcontract.
- (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
- i. County and its officers, directors, and employees with access to, or who use FTI provided by ODHS must meet the background check requirements defined in IRS Publication 1075;
 - ii. Any FTI made available to County shall be used only for the purpose of carrying out the provisions of this Agreement. County shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the County is prohibited;
 - iii. County shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
 - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and
 - vi. Include the provisions of this Section 9.a.(3)(b) in any subcontract.

- (c) With respect to Criminal Justice Information Services (CJIS) information, County shall:
 - i. Meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies;
 - ii. Acknowledge, via signing of the attached CJIS Outsourcing Agreement, and abide by all aspects of the CJIS Outsourcing Standard approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7). Modifications to the CJIS Outsourcing Standard shall be enacted only by the FBI; and
 - iii. Include the provisions of this Section 9.a.(3)(c) in any subcontract.
- (d) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
- (e) County may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 9.a.(3).
- (4) Except as prohibited by Section 9.a.(3) above, ODHS, County and any subcontractor will share information as necessary to effectively serve ODHS Clients.
- b. Non-Client Information.**
 - (1) Each Party acknowledges that it and any of its officers, directors, employees, and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).
 - (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;

- (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party's officers, directors, employees, and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of ODHS, County shall return or destroy all copies of Confidential Information, and County shall certify in writing the return or destruction of all Confidential Information.
 - d. "Client" means any individual, family or provider:
 - (1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;

- (3) Who is under the custody, care, or both of ODHS; or
- (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

11. Nondiscrimination.

- a. The County must provide services to ODHS Clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of Clients.
- b. County certifies that County has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.
- c. As required by ORS 279B.235, County must comply with ORS 652.220 and shall not unlawfully discriminate against any of County's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. County's compliance with this subsection constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles ODHS to terminate this Agreement for cause.
- d. County may not prohibit any of County's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. County 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.

12. HIPAA Compliance. As a Business Associate of a Covered Entity, ODHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and ODHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. County is a Business Associate of ODHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

County shall be liable to ODHS for any and all costs incurred by ODHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of County's Breach of Unsecured Protected Health Information.

- a. **Consultation and Testing.** If County reasonably believes that the County's or ODHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the ODHS Information Security Office. County or

ODHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the ODHS testing schedule.

- b. **Data Transactions Systems.** If County intends to exchange electronic data transactions with ODHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

EXHIBIT E
Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this Section, neither party waives any form of defense to or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

This Section shall survive expiration or termination of this Agreement.

2. **Compliance with Law.** Both parties shall comply with laws, regulations, executive orders to which they are subject, and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, Services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and ODHS, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). County shall require all of its subcontractors to comply with and shall ensure that each of its subcontractors complies with, these requirements. Nothing in this Agreement shall require County or ODHS to act in violation of state or federal law or the Constitution of the State of Oregon.

This Section shall survive expiration or termination of this Agreement.

3. **Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties.

a. County represents and warrants as follows:

- (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession.
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent DD Services are performed by County, the delivery of each DD Service will comply with the terms and conditions of this Agreement and meet the standards for such DD Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Element Standards and Procedures.

b. ODHS represents and warrants as follows:

- (1) **Organization and Authority.** ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by ODHS of this Agreement (a) has been duly authorized by all necessary action by ODHS; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODHS is a party or by which ODHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODHS of this Agreement, other than approval by the Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by and constitutes a legal, valid, and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **Warranties Cumulative.** The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
- d. **This Section shall survive expiration or termination of this Agreement.**

5. Funds Available and Authorized.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. County shall provide this designation and information on a form provided by ODHS. In the event that EFT information

changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County will provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from County.

c. This Section shall survive expiration or termination of this Agreement.

6. Reserved.

7. Ownership of Intellectual Property.

a. Definitions. As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:

(1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODHS or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on ODHS' behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).

c. If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

d. County shall include in its Subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

e. This Section survives the expiration or termination of this Agreement.

8. County Default.

County shall be in default under this Agreement upon occurrence of any of the following events:

- a. County fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive calendar days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

9. Reserved.**10. ODHS Default.**

ODHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. ODHS fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein is untrue in any material respect when made.

11. Reserved.

12. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;
- (2) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if County does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if ODHS is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. ODHS Termination. ODHS may terminate this Agreement:

- (1) For its convenience, upon a minimum of 90 calendar days advance written notice to County for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;
- (2) Upon a minimum of 90 calendar days advance written notice to County for caseloads below 1,000 Individuals and 180 calendar days with caseloads of 1,000 or more Individuals, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
 - (4) Upon a minimum of 90 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as ODHS may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to County, if ODHS determines that County has endangered or are endangering the health or safety of a Client or others in performing work covered by this Agreement.
- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

13. **Effect of Termination.**

- a. Upon termination of the entire Agreement:
 - (1) ODHS shall have no further obligation to pay County under this Agreement.
 - (2) County shall have no further obligation to perform Work under this Agreement.
 - (3) County shall retain all data and records in accordance of OAR 411-320-0070.
- b. **Obligations and Liabilities.** Notwithstanding subsection (a)(2) above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- c. **Transition Services.** County shall provide original files either paper or electronic to support a responsible and secure transition of Services to another CME or ODDS.
- d. **Transition Plan.** Following a termination notice, County and ODDS will collaborate to develop a transition plan to ensure continuity of care for Individuals.

- (1) The parties will cooperate in good faith with each other in connection with their obligations under this section and will perform their obligations under the Transition Plan. If the Transition Period extends beyond the Agreement term, the provisions of this Agreement will remain in effect for the duration of the Transition Period.
 - (2) County shall complete the transition of data from County to any Providers that ODDS designates while ensuring there is an uninterrupted continuity of care of Service to Individuals.
- e. This Section survives the expiration or termination of this Agreement.
- 14. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS. THIS LIMITATION OF LIABILITY IS PROVIDED TO THE EXTENT ANY RESULTING CONTINGENT REPAYMENT LIABILITY IS PERMITTED BY ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 AND 30.300.
- This Section shall survive expiration or termination of this Agreement.
- 15. Insurance.** County shall maintain, and shall require Subcontractors to maintain, insurance as set forth in Exhibit G Part 2, attached hereto. This Section shall survive expiration or termination of this Agreement.
- 16. Records Maintenance, Access.**
- a. **Client Records.** If County delivers a DD Service directly, County shall create and maintain an Individual record (“Client Record”) for each Individual who receives that DD Service, unless the Service Element Standards and Procedures precludes delivery of the DD Service on an Individual Client basis and reporting of Service commencement and termination information is not required by the Service Element Standards and Procedures. The Client Record shall contain:
 - (1) Individual’s identification;
 - (2) Assessments with problems;
 - (3) Treatment, training, and care plan, as applicable;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by ODHS in administrative rules.
 - b. **Expenditure Records.** County shall document the use and expenditure of all funds paid by ODHS under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODHS to verify how the funds paid by ODHS under this Agreement were used or expended.

- c. County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document County's performance.
 - d. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records."
 - e. **Access to Records and Facilities.** ODHS, the Secretary of State's Office of the State of Oregon, and the federal government and their duly authorized representatives, shall have access to all Records, paper or electronic, of County that are directly related to this Agreement, the funding provided hereunder, or any Service for the purpose of making examinations, audits, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of ODHS to perform site reviews, in person or electronically, of all Services delivered by County. Entities with electronic records must provide at minimum guest access to said records for examination by ODHS, Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives.
 - f. **Retention of Records.** County shall retain and keep accessible all Records for the longest of:
 - (1) Six years following final payment and termination of this Agreement;
 - (2) The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166;
 - (3) Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement; or
 - (4) In accordance with OAR 411-320-0070.
 - g. This Section shall survive expiration or termination of this Agreement.
17. **Information Privacy/Security/Access.** If the Services performed under this Agreement require or allow County or, when allowed, its Provider(s) or Subcontractors, to have access to or otherwise use any ODHS' Information Asset(s) or Network and Information System(s) to which security and privacy requirements apply, and ODHS grants County or its Provider(s) or Subcontractor(s) access to such ODHS Information Asset(s) or Network and Information System(s), County shall comply and require its Provider(s) or Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
18. **Force Majeure.** Neither ODHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, war, or other cause which is beyond the reasonable control of ODHS or County, respectively. Each party shall,

however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to County after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

19. Assignment of Agreement, Successors in Interest.

- a. County shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any assignment or transfer in violation of this Agreement shall be null and void. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

20. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

This Section shall survive expiration or termination of this Agreement.

21. Subcontracts. County shall not enter into any Subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted Subcontract under this Agreement provisions to require that ODHS will receive the benefit of Subcontractor performance as if the Subcontractor were County with respect to this Agreement. ODHS' consent to any Subcontract shall not relieve County of any of its duties or obligations under this Agreement.

22. No Third Party Beneficiaries. ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

This Section shall survive expiration or termination of this Agreement.

23. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

This Section shall survive expiration or termination of this Agreement.

- 24. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the County, or on the next business day if transmission was outside normal business hours of the County. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

County: Crook County
Attn: Regina Paul; Eric Blaine; John Eisler
300 NE 3rd Street Room 10
Prineville, Oregon 97754
Telephone: (541) 416-3919
Email: regina.paul@co.crook.or.us; eric.blaine@co.crook.or.us;
john.eisler@co.crook.or.us;

This Section shall survive expiration or termination of this Agreement.

- 25. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

This Section shall survive expiration or termination of this Agreement.

- 26. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

- 27. Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of

Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

This Section shall survive the expiration or termination of this Agreement.

28. Reserved.

29. Contribution.

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.
- b. With respect to a Third Party-Claim for which the State is jointly liable with County (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information

and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

d. This Section shall survive the expiration or termination of this Agreement.

30. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Subcontractor or any of the officers, agents, employees or subcontractors of the Subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.

This Section shall survive the expiration or termination of this Agreement.

31. **Stop-Work Order.**

ODHS may, at any time, by written notice to County, require County to stop all, or any part of the Work required by this Agreement for a period of up to 90 calendar days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 calendar days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the Work as permitted by either the Default or the Convenience provisions of Section 13 "Termination".

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

This Section shall survive expiration or termination of this Agreement.

32. **Purchase and Disposition of Equipment.**

- a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

Network

Personal Computer

Printer/Plotter

Server

Storage devices that will contain Client information.

Storage devices that will not contain Client information when the acquisition cost is \$100 or more.

Software when the acquisition cost is \$100 or more.

- b. For any Equipment authorized by ODHS for purchase with funds from this Agreement, ownership shall be in the name of County and County is required to accurately maintain the following Equipment inventory records:
- (1) description of the Equipment;
 - (2) serial number;
 - (3) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use, and condition of the Equipment.
- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by ODHS, immediately, or at such later date specified by ODHS, tender to ODHS any and all Equipment purchased with funds under this Agreement as ODHS may require to be returned to the State. At ODHS' direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to ODHS or to a subsequent contractor, ODHS may require County to pay to ODHS the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d. If funds from this Agreement are authorized by ODHS to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a special condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.352, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

EXHIBIT F**Federal Terms and Conditions**

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

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of the Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of ODHS Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No Federal Funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any Federal Funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any Federal Funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any Federal Funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in Federal Funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit E, Section 16 "Records Maintenance, Access". Audits must be submitted to odds.contracts@dhsosha.state.or.us .
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the

General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:
- a. County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to ODHS Clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions;
 - b. Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
 - c. Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph a. above;
 - d. Notify each employee in the statement required by paragraph a. above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - e. Notify ODHS within ten calendar days after receiving notice under subparagraph d. above from an employee or otherwise receiving actual notice of such conviction;
 - f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
 - g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs a. through f. above;
 - h. Require any subcontractor to comply with subparagraphs a. through g. above;
 - i. Neither County, or any of County's employees, officers, agents, or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a

reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODHS Clients or others. Examples of abnormal behavior include, but are not limited to, hallucinations, paranoia, or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; and

- j. Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
 11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the Claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).
 12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosures.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.
- b. County shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the County has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the County, and any wholly owned supplier or between the County and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law.
- d. As such, County must disclose any person with a 5% or greater direct or indirect ownership interest in the County whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- e. County shall ensure its Subcontractors make the disclosures required by this Section 13 to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the

information received (or the failure to receive information) from the Provider, fiscal agent, or managed care entity.

14. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
15. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT G PART 1
Required Subcontractor Provisions

For purposes of this Exhibit G Part 1, Subcontractor means the individual or entity that is contracting directly with County to provide CDDP Services under this Agreement.

1. County intending to subcontract the entire CDDP Operation shall engage in discussions with ODDS about its role in continuing to operate a CDDP and whether ODDS should contract directly with the vendor for operation of the CDDP. If the County intends to retain the Agreement and chooses to subcontract, the County understands that all funds allocated by the State are intended solely for the operation of a CDDP and its delivery of services.
2. County subcontracting the entire CDDP operation shall include in the Subcontract all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2, Exhibit B Part 3, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2 and Attachment #2. Amended subcontracts must be forwarded to ODDS.Contracts@dhsosha.state.or.us. All funding provided to County must be paid to Subcontractor within ten business days of receipt of payment. County may not retain any funds related to the operation of the CDDP covered under this Agreement.
3. County subcontracting a portion of the CDDP, must include in the subcontracts all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2 if applicable Service Element Standards and Procedures are listed in the Subcontract, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2, and Attachment #2. All funding provided to County for the specific CDDP Service that is subcontracted must be paid to Subcontractor within ten business days of receipt of payment. County cannot retain any funds related to the specific CDDP Service that is subcontracted.
4. County entity serving as the CDDP will be responsible for oversight of the Subcontractor.
5. Subcontractor must agree that it is an independent contractor and not an agent of the State of Oregon, ODHS, or County.

EXHIBIT G PART 2
Subcontractor Insurance Requirements

County shall require its first tier Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified under Section 1 and meeting all the requirements under Sections 2, 3, 4, 5, 6, 7, and 8 of this Exhibit G Part 2 before the Subcontractors perform under subcontracts between County and the Subcontractors, and ii) maintain the insurance in full force throughout the duration of the subcontracts. As used in this paragraph, a "first tier" Subcontractor is a contractor with whom County directly enters a Subcontract. It does not include a subcontractor with whom the Subcontractor enters a contract.

The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS. County shall not authorize Subcontractors to begin work under the subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the subcontracts, as permitted by the subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Subcontractor to work under a Subcontract when County is aware that the Subcontractor is not in compliance with the insurance requirements.

For purposes of this Exhibit G Part 2 and the following Sections, Contractor means the individual or entity that is subcontracting directly with County for Services under this Agreement.

1. Insurance Requirements.

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit G Part 2 prior to performing under this contract and shall maintain it in full force and at its own expense throughout the duration of this contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply.

Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS and County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

2. Workers' Compensation & Employers' Liability.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance

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

3. Commercial General Liability Insurance.

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

4. Automobile Liability Insurance.

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

5. Professional Liability Insurance.

Required **Not required**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this contract by the Contractor and Contractor's subcontractors, agents, officers, or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

6. Network Security and Privacy Liability.

Required **Not required**

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS or Client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or Client data (which may

include, but is not limited to, Personally Identifiable Information (PII), Payment Card Data, and Protected Health Information (PHI) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS data.

7. Directors, Officers, and Organization Liability.

Required **Not required**

Directors, Officers, and Organization Insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight, including improper oversight and or use of grant funds and donor contributions which includes state or federal funds, with a combined single limit of no less than \$1,000,000 per claim.

8. Physical Abuse and Molestation Insurance Coverage.

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State of Oregon covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, and reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

9. Excess/Umbrella Insurance.

A combination of primary and excess and or umbrella insurance may be used to meet the required limits of insurance.

10. Additional Insured.

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the

Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

11. Waiver of Subrogation.

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

12. Tail Coverage.

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this contract, for a minimum of 24 months following the later of (i) Contractor's completion and ODHS' acceptance of all Services required under this contract, or, (ii) ODHS' or County's termination of contract, or, (iii) the expiration of all warranty periods provided under this contract.

13. Certificate(s) and Proof of Insurance.

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this contract. The Certificate(s) shall list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess and or umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess and or umbrella insurance. As proof of insurance ODHS and County have the right to request copies of insurance policies and endorsements relating to the insurance requirements in this contract.

14. Notice of Change or Cancellation.

The Contractor or its insurer must provide at least 30 days' written notice to ODHS and County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

15. Insurance Requirement Review.

Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by County and ODHS.

16. State Acceptance.

All insurance providers are subject to State acceptance. If requested by ODHS or County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to ODHS' or County's representatives responsible for verification of the insurance coverages required under this Exhibit G Part 2.

EXHIBIT H PART 1
Privacy and Security Agreement

1. **PURPOSE.** County requires the Access described in Exhibit H Part 2 “Third Party Information System Access Request” (Form MSC 0785), which is hereby incorporated into this Exhibit H Part 1 by reference, to perform the Work. The terms and conditions of this Privacy and Security Agreement govern:
 - 1.1. County’s Use of Data;
 - 1.2. County’s Access to ODHS’ Information Assets and Systems;
 - 1.3. The periodic exchange of Data between ODHS’ and County’s systems via electronic means; and
 - 1.4. The interconnection between ODHS’ and County’s respective networks and information systems.

2. **TERM.** This Privacy and Security Agreement is effective for a period coterminous with the Agreement, subject to review at least annually by ODHS, unless terminated earlier by either party in accordance with the “Suspension or Termination” section of this Privacy and Security Agreement.

3. **DEFINITIONS.** The following definitions apply to this Privacy and Security Agreement:
 - 3.1. “Access” means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets
 - 3.2. “Breach” means the acquisition, access, exposure, use, or disclosure of Data or an Information Asset in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.
 - 3.3. “Client Records” includes any Client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.
 - 3.4. “Data” means information created, transmitted, or stored through the Network and Information Systems, including metadata, personal information, and Client Records.
 - 3.5. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User’s identification (ID), or theft of computer equipment that uses or stores any Information Asset.

- 3.6. “Individual Access Request (IAR)” refers to the ODHS form used to authorize a User, identify the User’s job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access the ODHS Network and Information Systems.
- 3.7. “Information Asset(s)” refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.
- 3.8. “Network and Information System(s)” means ODHS’ and the State of Oregon’s computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area and local networks; and the internetworking of various types of networks.
- 3.9. “User” means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.
4. **CHANGES TO PRIVACY AND SECURITY AGREEMENT.** Other than as allowed under this section, County shall be requested to submit input to a revised “Third Party Information System Access Request” (Form MSC 0785), to request changes to Exhibit H Part 2. ODHS will review County’s request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit E, Section 27.
- 4.1. **Point of Contact Changes.** Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit H Part 2, including any technical lead, and name an interim or replacement person in any such notice. Exhibit H Part 1 will be deemed amended to include the updated information.
- 4.2. **Administrative Changes.** County may request updates to Exhibit H that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit H will be deemed amended to include the updated information.
5. **NOTIFICATIONS.**
- 5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit H Part 2. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.
- 5.2. **Breach Notification.** In the event County or its Subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County’s confidentiality obligations under the Agreement, County shall immediately notify ODHS’ Program Sponsor identified in Section 4 of Exhibit H Part 2 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS Clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to County’s obligations under applicable law.

- 5.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable ODHS to protect its interests.
- 5.4. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.
6. **GRANT OF LICENSE.** Subject to County's compliance with the Agreement, County is hereby granted a non-exclusive, non-transferable, and revocable authorization to Access and use Information Assets only in accordance with this Privacy and Security Agreement and applicable laws, rules, and policies. County and its employees, contractors, and agents shall not manipulate any URL or modify, publish, transmit, reverse engineer, participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the content or software comprising this Access, or Information Assets made available through this Access.
7. **DATA PRIVACY.** In addition to County's obligations under Exhibit D "General Terms and Conditions", Section 9 regarding Confidentiality of Information:
- 7.1. **Generally.** County shall hold all Client Records, and other information as to personal facts and circumstances obtained by County on ODHS Clients, as confidential, using the highest standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the Client, the Client's attorney, the responsible parent of a minor child, or the minor child's guardian except as required by other terms of this Privacy and Security Agreement or applicable law.
- 7.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning Clients to persons directly connected with the administration of this Privacy and Security Agreement or the Agreement. Confidentiality policies apply to all requests from outside sources.
- 7.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specified confidentiality protections under state or federal law. County shall comply with laws, regulations, and policies applicable to the information described in Exhibit H Part 2, including as specified in the Agreement.
- 7.4. **Training.** County's employees, subcontractors, and agents who will Access Data have received training on the privacy and security obligations relating to the Data, including Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents.
8. **SECURITY REQUIREMENTS.**
- 8.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

- 8.1.1. **ODHS and OHA Information Security and Privacy Policies:**
<https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx>
- 8.1.2. **ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.**
- 8.1.3. **The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164. County shall comply with HIPAA Compliance included in the Agreement in Exhibit D “General Terms and Conditions”, Section 12 in connection with County’s Access.**
- 8.1.4. **The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.**
- 8.1.5. **Oregon’s Statewide Information Security Standards:**
<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>
- 8.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and subcontractors with this Privacy and Security Agreement and with any third-party licenses to which Access is subject.
- 8.3. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of Data, including Client Records, all Information Assets, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
- 8.4. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.
- 8.5. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to County’s officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:
 - 8.5.1. Determine County’s compliance with this Privacy and Security Agreement,
 - 8.5.2. Validate County’s written security risk management plan, or

- 8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.
- 8.5.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

9. ACCESS TO ODHS SYSTEMS.

- 9.1. **ODHS Review of User Requests.** If required for Access, ODHS will review requests, including forms such as the IAR, and will:
 - 9.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;
 - 9.1.2. Provide any unique log-on identifier required for authorized Access;
 - 9.1.3. Provide updates to approved inquiry processes and instructions to County.
- 9.2. **County's Responsibilities for User Accounts.** County shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.
 - 9.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.
 - 9.2.2. County is responsible for ensuring information provided by its Users is accurate, complete, and up to date.
 - 9.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to the Agreement.
- 9.3. **Security and Disposal.** County shall maintain security of equipment, and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Information Assets under the Agreement.
- 9.4. **Prevention of Unauthorized Access.** County shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in accordance with the Agreement and applicable law and shall implement and maintain safeguards to prevent unauthorized access.
- 9.5. **Access from Outside the US and its Territories.** County Access to the state network from outside the US and its territories is prohibited unless approved by the ODHS|OHA Chief Information Risk Officer (CIRO). If approved, the County shall provide ODHS|OHA with the IP addresses, or IP address range, to be used to Access the network. Any changes to the provided IP addresses, or IP range, shall be immediately communicated to ODHS|OHA or Access could be affected.

- 9.5.1. County shall not allow use of any Information Asset in any country or territory in any manner prohibited by governing applicable law, rule, or policy.
- 9.6. **Authorized Access and Use Only.** No User may Access or use Data for any purpose other than those specifically authorized through the Agreement.
- 9.6.1. Users shall not use Access to obtain or attempt to obtain any Data or Information Assets not authorized or intentionally made available.
- 9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit H Part 2.
- 9.6.3. Except as otherwise specified or approved by ODHS, neither County nor its Users may modify, alter, delete, or destroy any Information Asset.
- 9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by County or its Users, may cause the immediate revocation of the Access granted through this Privacy and Security Agreement, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.
- 9.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Information Assets for any purposes other than as allowed under the Agreement and applicable law.
- 9.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems or interfere with any other entity's use or benefit of Network and Information Systems.
- 9.10. **Prohibition on Data Mining.** County shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Privacy and Security Agreement.
- 9.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.
10. **SUSPENSION OR TERMINATION.**
- 10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.

- 10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.
- 10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from County if Access is no longer needed by County.
- 10.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to County's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to County to cure any deficiency or breach of this Privacy and Security Agreement.
- 10.5. Either party may terminate this Privacy and Security Agreement, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.
11. **RETURN OF INFORMATION ASSETS.** Upon expiration or termination of the Agreement or this Privacy and Security Agreement for any reason whatsoever, County shall immediately deliver to ODHS all of ODHS' Information Assets, including Data and Client Records, that are in the possession or under the control of County in whatever stage and form of recordation such property is expressed or embodied at that time.
- 11.1. Except as necessary to meet obligations under Exhibit E "Standard Terms and Conditions", Section 16 "Records Maintenance, Access", County shall not retain any copies of Information Assets. County shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, County shall purge or destroy retained Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.
- 11.2. County shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as County (including through any subcontractor) retains it.
12. **INDEMNIFICATION AND INSURANCE.** Indemnification and insurance coverages provided by County under the Agreement apply to this Privacy and Security Agreement.
13. **COSTS.** Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections. Each party is responsible for complying with the licenses for third party products, including software and services that allow Access.
14. **SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.

15. **INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.
16. **SUBCONTRACTORS.** County shall ensure all Subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as County.



SHARED SERVICES
Information Security and Privacy Office



Third Party Information System Access Request

[Reset form](#)

An DHS or OHA program completes this form to request access for a **third-party entity*** (*organization or individual*) to data within an DHS or OHA information system or network.

**Please note that each entity only needs one form.*

ⓘ Hover over **blue** text for more information.

Request type (<i>required</i>): New request (ISPO will add agreement number)	<input type="checkbox"/>	Agreement number: TBD
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Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name: Crook County	
Contact name (<i>first, last</i>):	Regina Paul/Eric Blaine/John Eisler
Position/title:	Unsure
Work street address:	300 NE 3rd St, Rm 10
City, State, ZIP:	Prineville / OR / 97754
Phone:	541-416-3919
Email:	regina.paul@co.crook.or.us/eric.blaine@co.crook.or.us/john.eisler@co.crook.or.us
Website address (<i>optional</i>):	

Additional contact for third party

This individual will be the contact for setting up or terminating users for the third party. (This is not a DHS/OHA employee.)

Same contact information as above.

Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a **governing contract** applies, please complete all applicable fields, below.

Does a governing contract establish a need for access? Yes No

Governing contract type	Contract number	Expiration date:
Contract:	169167-0	06/30/2023
Data use agreement:		

Agreement #: TBD Org name: Crook County

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Memorandum of understanding:	
Other contract (if applicable):	

Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to BCU.info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the **business need** for access:

3rd party needs to access CAM to provide information regarding serious incidents as a part of case management of I/DD clients as well as adult protective services that are required by each CDDP.

Requested access start date: 07/01/2021

Method of access

Check all methods the third party will use to access DHS/OHA information systems.

- DHS/OHA on-site Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via VPN Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via Citrix
- Access to folder on Secure File Transfer Protocol (SFTP) server
- Other (explain below): Will only use DHS/OHA supplied PC, laptop or workstation: Yes No

continued 3rd party access to CAM and other ODDS systems needed to fulfill contract requirements.

Access and information flow will occur from:

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems)

Scope of access

List all system names the third party needs to access. (This form authorizes access for the third-party organization as a whole. A partner number [P#] and a network login are needed to access the following information systems. The system-specific individual user access request forms must be used to request access for individual third-party employees using the system.)

- Email: DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.
- Network: Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1	
Name of system: CAM	
Type of access requested: Read/write (please describe): <input type="checkbox"/>	
Description of access: CMEs will have access to either the APS module or the SI module of CAM or both. These will be determined by using role based security within CAM.	
Expiration date of access: 06/30/2023	
Information type	
Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes, what protected information will be shared or accessed? (Check all that apply.)	
<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input checked="" type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (list below):	
Information owner review (internal use only)	
Name of reviewer:	Review date:
Access determination:	
Role or group assigned (if applicable):	
Access is: Choose one	<input type="checkbox"/>
Reason for determination:	
Add another system	Remove this system (above)

Check all methods the third party will use to access DHS/OHA information systems.

Section 4. Program sponsor

The **program sponsor** is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.)

Verification of need to know:	
<input checked="" type="checkbox"/> As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access. Date: <u>02/10/2021</u>	
Name (first, last):	Lea Ann Stutheit
Position/title:	COO
Office:	DHS
Program:	ODDS
District name:	N/A
Work street address:	500 Summer St NE, E-09

City, State, ZIP:	Salem, OR 97301
Phone (include ext.):	503-945-6675
Email:	leaann.stuthelt@dhsoha.state.or.us

Section 5. Program requestor

The **program requestor** is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

Check this box and skip this section if the program requestor is also the program sponsor.

Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at DHSOHA.InfoEx@dhsoha.state.or.us. You can also email this address if you need more help.

Policy reference: <https://apps.state.or.us/Forms/Served/de090-003.pdf>

Submit by email	
DHS/OHA Information Security and Privacy Office use only	
Date received:	Date completed:
Date approved by all information owners:	Date executed:
Notes:	
Completed by:	

ATTACHMENT #1
Days and Hours of Operation

During the Agreement period stated on page 2, the CDDP will maintain the following days and hours of operation:

Days of Operation: _____ through _____

Hours of Operation: _____ until _____

Hours of Operation begin when the majority of CDDP staff are expected to be in the office or at their remote workstations and end when the majority of CDDP staff are expected to leave the office or their remote workstations.

Submitted by: _____

Date completed: _____

**ATTACHMENT #2
Subcontractor Disclosures Report**

CDDP Name: _____

As described in Section 13 “Disclosures” of Exhibit F “Federal Terms and Conditions”, CDDP reports the following:

Number of board members: _____

Number of directors: _____

Number of indirect owners with five percent or more ownership: _____

Number of direct owners with five percent or more ownership: _____

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

If there are more individuals that need to be reported, please add additional pages.