



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, September 15, 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 August 31, 2021 and September 7, 2021 Work Session and September 1, 2021 Regular Meeting
2. Approve Order 2021-40 Amendment #2 Fee Schedule
3. Approve Order 2021-46 Designating SEPA Signing Authority
4. Approve Order 2021-47 Budget Adjustment for Various Grants
5. Approve Order 2021-49 Appointment to Prineville Lake Acers
6. Approve Intergovernmental Agreement for GIS Support Amendment 3
7. Approve Scalehouse Software Contract w/ Creative Information Systems Amendment 2
8. Approve "Oregon One" Healthcare Navigation Assistance Funding Agreement
9. Approve Great West Engineering K for Landfill Entrance & Scalehouse Improvements Amendment 3

SCHEDULED APPEARANCES

10. 200' Rimrock Setback Requester: Barbara Goss (10 Minutes)
11. Broadband Planning and Local Government/Private Relationships Requester: Nick Snead(15 Minutes)

DISCUSSION

12. IT Form re County Property Requester: Troy Poncin
13. Crook County Fairgrounds Dark Fiber IRU Quote Requester: Troy Poncin
14. Order 2021-48 Supplemental Budget Requester: Erik Nelson
15. Approval of Service Agreement for First American Data to Purchase Web Portal from Clerk's Office Requester: Cheryl Seely
16. Resolution and Order 2021-44 Covid Extension Requester: Eric Blaine
17. Approve Order 2021-45 Updating Counties Per Diem and Mileage Schedule Requester: Eric Blaine
18. PSBR IGA Requester: Eric Blaine

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.

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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 AUGUST 31, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on August 31, 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; Legal Assistant Lindsay Azevedo; Director April Witteven; Treasurer Galan Carter; Manager Tim Deboodt; Manager Kim Herber; Director Kim Barber; Account Manager Janet Pritiskutch; Matt Smith and members of the community.

WORK SESSION

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

Agenda Item #1, Impacts of Health Care Worker Vaccine Mandate: Fire Chief Matt Smith presented the Court with a letter expressing concerns for the community regarding Covid-19 vaccinations being mandatory for health care providers and health care staff. Mr. Smith estimated that twenty percent or more of the Crook County Firefighters and EMTs have concerns and do not wish to be vaccinated. If the vaccination mandates are to be enforced Crook County Fire and Rescue would be unable to provide adequate service. The Crook County Court will send Mr. Smith's letter to Governor Brown, State Representatives, the AOC and EAOC.

Agenda Item #2, Law Library Biennial Disbursement: Partial Transfer of Funds for Mediation/Conciliation Services: Library Director April Witteven discussed with the Court the 2021-2023 biennium state disbursement from the Oregon Judicial Department in the amount of \$53,500. Ms. Witteven proposed half of the balance go towards the cost of mediation provided by the Crook County Circuit Court. Last year mediation costs for Crook County were close to thirty-three thousand dollars. Account Manager Janet Pritiskutch will help Ms. Witteven with the disbursements.

MOTION to authorize using half of the law library's 2021-2023 biennium state disbursement for mediation. Motion seconded. No further discussion. Motion carried 2-0.

Agenda Item #3, Oregon Department of Veteran Affairs Pass-Through Funds Application: Erik Nelson from Veteran Affairs presented the Court with the Oregon Department of Veteran Affairs' pass-through funds for July 1, 2021 through June 30, 2022. The funds are twenty-five thousand dollars more than expected and will require an amended budget. Mr. Nelson is planning on Veteran Affairs hosting an Armed Forces Day in May with the fund's overage.

Agenda Item #4. Letter of Support for City of Prineville Railway Application: Matt Wiederholt from Prineville Railway appeared before the Court requesting support for the Diesel Emissions Mitigation Grant Program through the Oregon Department of Environmental Quality. The grant will allow the City of Prineville to purchase a zero-emission lithium ion powered motor in place of a diesel switcher locomotive. The Court is in support of grant and will sign a recommendation letter.

MOTION to approve the letter of support for the City of Prineville and for Judge Crawford to sign the letter outside of Court with the requested changes. Motion seconded. No further discussion. Motion carried 2-0.

At 9:20 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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

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

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF SEPTEMBER 7, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on September 7, 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; Legal Assistant Lindsay Azevedo; Director Kim Barber; Sheriff John Gautney; Under Sheriff James Savage; Commander Bill Elliott; Deputy Kurt Klein; Director Katie Plumb; Director Will Van Vactor; Manager Brent Bybee and Code Compliance Officer Louis Seals.

WORK SESSION

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

Sheriff Gautney informed the Court of an issue the Sheriff's Office had with the Humane Society of the Ochocos taking in dogs. The Humane Society has a contract with the County stating they will take in any dogs brought to them by the Sheriff's Office or find an alternative placement for the dogs. The Sheriff's Office recently responded to a call involving four aggressive dogs, in which the owner surrendered them, the Humane Society initially refused to take the dogs. After an extended period of time the Humane Society housed one of the dogs. In hopes of mitigating a similar occurrence in the future Commissioner Barney will meet with Greg Lynch to find a solution to this issue.

At 9:07 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, ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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

MOTION to direct staff to correspond with the counter party as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to direct staff to correspond with the counter party as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to prepare drafting of declaration of emergency as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 10:28 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF SEPTEMBER 1, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on September 1, 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 and Commissioner Brian Barney

Absentees: Commissioner Jerry Brummer

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Manager Jeff Merwin; Manager Casey Daly; Director Troy Poncin; Manager Jeremy Thamert; Accountant Christine Kurtz; Lynn Vigil; McKaelie Wolfe and Monty Kurtz.

REGULAR SESSION

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

MOTION to approve the Consent Agenda as presented with these changes. Motion seconded. No discussion. Motion carried 2-0.

Judge Crawford read the mental health and substance use disorder proclamation for 2021.

Discussion item #7: Landfill Manager Jeff Merwin presented the Court with three quotes for tires and wheels for a 966 M Caterpillar Loader. Mr. Merwin requested the Court approve the tires and wheels from Bend Commercial Tire Company in the amount of \$42,200.

MOTION to accept the bid from Bend Commercial Tire Company as presenting the best value to the County. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #8: At a previous Work Session the Court had discussed the idea of selling some of the fleet vehicles as they are rarely used. Before any of the fleet vehicles are sold, they will be offered to other departments, any vehicles that are no claimed by a department will be auctioned through the Landfill.

MOTION to authorize sale of County fleet vehicles in which no County department expresses interest. Motion seconded. No further discussion. Motion carried 2-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:30 a.m.**

Respectfully submitted,

Amy Albert

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

**IN THE MATTER OF ORDERING FEES
FOR FISCAL YEAR 2021-2022**

ORDER 2021-40
Amendment #~~21~~

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 2021-40 was previously approved on July 21; 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 2021-2022 commencing upon the effective date of this Amendment # 1 to Order 2021-40, 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	\$1 00 <u>50</u> .00 each
Laser print enlargements of tax lot	\$1.50 each

Research Fee (per hour w/ 1/2 hour minimum) \$45.00

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

Mobile Home Fees:

~~Title Transfer~~ \$55.00

Trip Permit \$25.00 per section

Ownership/~~or~~ Situs Change/Title Transfer \$5580.00

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) \$75.00/hr
 - 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%

6.) Limited energy	\$38.77
7.) Each manufactured home or modular dwelling service or feeder	\$74.17
8.) Service or feeders: (installation, alteration, relocation)	
200 amps or less / 5KVA or less	\$106.90
9.) 201 to 400 amps	126.28
10.) 401 to 599 amps	\$212.13
11.) 600 to 1,000 amps	\$278.25
12.) Over 1,000 amps or volts	\$633.15
13.) Reconnect only	\$100.00
14.) Temporary service of feeders: (installation, alteration, relocation)	
A.) 200 amps or less	\$100.00
B.) 201 to 400 amps	\$116.31
C.) 401 to 599 amps	\$167.82
15.) Over 600 amps or 1,000 volts. <i>(See services or feeders section above)</i>	
Branch circuits: (new, alteration, extension per panel)	
16.) Fee for branch circuits w/purchase of a service or feeder fee	\$7.98
17.) Fee for branch circuits without purchase of a service or feeder fee:	
A.) First branch circuit	\$74.17
B.) Each additional branch circuit	\$7.98
18.) Miscellaneous: (service or feeder not included)	
A.) Each pump or irrigation circle	\$74.17
B.) Each sign or outline lighting	\$74.17
C.) Signal circuit(s) or a limited-energy panel, alteration or extension	\$74.17
D.)	
E.) Reinspection Fee	\$100.00 ea
F. Inspection outside normal business hours (two hour minimum)	\$75.00 hr
G. Inspection for which no fee is specifically indicated (2 hour min)	
\$/hour 75.00	
H. Additional plan review	\$100.00 hr
I. Investigation fee	\$100.00 hr
19.) Commercial Electrical Multi-Family	
Multi-family limited energy by floor	\$74.17
Multi-family protective signaling by floor	\$74.17

Renewable Energy

Renewable Energy 5KVA or Less	\$100.00
5KVA to 15KVA	\$126.00
15.01KVA to 25KVA	\$168.00

WIND ENERGIZED SYSTEMS

1.) 25.01 KVA through 50 KVA/ 601 to 1000 AMPs	\$225.98
2.) 50.01 KVA through 100 KVA / OVER 1,000 AMPS OR VOLTS	\$519.53

Road Naming Fees:

1.) Road Naming	\$300.00
2.) Road Re-Naming	\$300.00

PUBLIC AND PRIVATE ROADS intersecting with a County Maintained Road

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 10% of Planning Dept. fee
(Supports code enforcement program)
- 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, saporlite 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
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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)	\$1.00 per document
(includes the 2018 HB 4007 updates)	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 & Community Wellness:

Health Education/Training/Promotion/Consultation (Non County Businesses)	\$30.00 - \$75.00
Blood Borne Pathogen Training	\$40.00
Mental Health First Aid	
QPR	
Living Well with Chronic Conditions	
Diabetes Prevention Program	
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

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

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Special Programs Admin. Fee only**

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**Administration Fee included in Price**

All vaccines	cost + \$21.96
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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

STI Exam	\$150.00
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Increases in fees for the Reproductive Health program are based on the Required Cost Analysis which demonstrated the following charges.**Lab Tests:**

Venipuncture/Court Ordered	\$15.00
Venipuncture/VDRL, Hepatitis	\$15.00

In House Testing:

HCG Pregnancy Urine (Lab Test)	\$12.00
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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)
<u>External Lab Testing:</u>	
Chlamydia/GC	\$20.00
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
Titer (, Hep B surface, Hep C + venipuncture fee)	\$20.00 + \$15.00
Quantiferon (Risk)	N/C
Quantiferon	\$65.00 + Veni
(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
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Dispensed Medications

Azithromycin (State Supplied)	\$0.00
Azithromycin	\$.50/pill
Imiquimod cream	\$15.00/box
Condylox Gel 5% Packet	\$10.00/pck
Doxycycline 100 mg	\$0.05 per pill
Rochepin (STD)	State Supplied
Metronidazole 500mg	\$0.25 per pill
Metronidazole Cream (per package)	\$5.00
Valtrex (per pill)	\$1.50
Fluconazole (per pill)	\$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)	\$6.00
Depo-Provera	\$5.00 per injection
Caya	\$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	\$15.00
Sponge	\$15.00

Nuva Ring	\$10.00
Xulane (per patch)	\$30.00
Annovera	\$1,300.00
<u>Reproductive Health New Patient Office Visit</u>	
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>	
Contraceptive/Counseling Visit	
Low Complexity	\$60.00
Moderate Complexity	\$167.00
High Complexity	\$260.00
DMAP Clients Only	
All inclusive visit	\$135.00
Translator Services:	
Supply Only Visit	\$6.47
Low Complexity	\$25.88
Moderate Complexity	\$51.76
High Complexity	\$77.63
<u>Procedures</u>	
Diaphragm Fit	\$135.00
IUD Insertion	\$150.00
IUD Removal	\$175.00
Wart Treatment (1-14 – cryotherapy) (pay up front)	\$188.00
Wart Treatment (15 or more – cryotherapy) (pay up front)	\$225.00
Implanon Insertion	\$100.00
Implanon Removal	\$100.00
Suture removal	\$10.00
<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

Food Service Inspection

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	
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		
<i>(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.)</i>		
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.

ASN4 form must be attached with at least one copy for the Landfill to keep*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)

(no metal except nails, no pressure treated, and no railroad ties)

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 per side

Computer print-outs/photocopies – color

\$0.25 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 County staff members are authorized to make formatting and pagination changes to improve readability, but which may not alter the fees described herein.

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 AUGUST, 2021.

CROOK COUNTY COURT

Seth Crawford, Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

Crook County Counsel's Office

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

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



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: September 15, 2021

RE: Order designating SEPA signing authority
Our File No.: MENTAL HEALTH 41

Due to changes in the County's workforce, the County will need to adopt an order of its governing body authorizing certain officials to approve "SEPA's." As part of its operations under the funding agreement for the Community Development Disability Program, the County must designate specific individuals to approve Service Element Prior Authorizations (SEPAs). This is defined in the agreement as "the maximum amount of Service Element funding that ODHHS 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." Heretofore, Judge Mike McCabe and Regina Paul were authorized to approve such documents. The attached Order 2021-46 will update that list to include all three members of the County Court plus the County Counsel.

Please note that DHS has taken the position that the approval of SEPAs is a responsibility that cannot be subcontracted to a private service vendor, and so, for the foreseeable future, this will be a responsibility that will remain with the County despite its subcontract with Bestcare.

Assuming this order is approved, the County would then be able to adopt "enrollment" forms to allow individual County employees to approve SEPAs through the eXPRS online medical information management system.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, September 15, 2021 County Court Agenda as a CONSENT AGENDA item, for approval and signatures.

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

IN THE MATTER OF DELEGATING)	
SIGNATURE AUTHORITY FOR)	
AGREEMENT APPROVALS, "eXPRS")	Order # 2021-46
SECURITY OPERATIONS, AND SEPA)	
APPROVAL FOR THE DEVELOP-)	
MENTAL DISABILITY SERVICES)	
PROGRAM)	

RECITALS

WHEREAS, Crook County, through its behavioral health subcontractor Bestcare Treatment Services, Inc., provides services to local developmentally disabled individuals in accordance with the requirements of an Intergovernmental Agreement with the State of Oregon Department of Human Services (DHS); and

WHEREAS, as part of the process by which funding is distributed through the Intergovernmental Agreement, the County is required to name one or more individuals who have been granted signature authority for agreement approvals, eXPRS security authorizations, and approval of Service Element Prior Authorizations (SEPA's); and

WHEREAS, due to changes in Crook County's personnel, an update to the prior approval is necessary and prudent.

NOW, THEREFORE, THE CROOK COUNTY COURT HEREBY ORDERS as follows:

Section 1: The following individuals are identified as the County officials with signature authority for SEPA-related documents, including authority to add users for SEPA authorization:

Seth Crawford
County Judge
300 NE 3rd Street
Prineville, OR 97754

Jerry Brummer
County Commissioner
300 NE 3rd Street
Prineville, OR 97754

Brian Barney
 County Commissioner
 300 NE 3rd Street
 Prineville, OR 97754

Eric Blaine
 County Counsel
 300 NE 3rd Street
 Prineville, OR 97754

Section 2: Authorizations of Successors:

In the event that any of the above-referenced positions transfer to new officeholders, the current officeholders' successors will be automatically substituted for their predecessors, for all purposes under this Order.

The successors may send to DHS a letter or certificate, signed by the officeholder, clearly stating that they have succeeded into that role according to the provisions of this Order. DHS may thereafter legally rely upon such a certification.

DATED this ____ day of September, 2021.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County
 Commissioner

Brian Barney, County
 Commissioner

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

IN THE MATTER OF

ORDER #2021-47

Accepting revenue, changing related appropriations, line
item adjustments and changing expenditure budget
appropriations for County Funds for Fiscal Year 2021-22

WHEREAS, this Order is made in accordance with ORS 294.471(1)(c) which provides that funds that are made available by another unit of federal, state or local government, and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period after enactment of an appropriation resolution or ordinance.

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the increases/decreases in revenues and expenditures for the purposes shown in the attached "Exhibit A" and makes the changes in appropriation for the fiscal year ending June 30, 2022.

DATED this 15th day of September 2021.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

Exhibit A for Court Order 2021-47

Fund	Department	Current Budget	Change	Revised Budget
Health Services	Grant Programs	3,513,150	129,440	3,642,590

Appropriation of grant resources awarded after the adoption of the FY 2022 budget

Health Grant Programs			Total	\$ 129,440
	Description	Change	GL Number	Amount
	State Grant Revenue	Increase	301-1409-324.34-18	85,188
	Materials & Services	Increase	301-1409-520.15-19	85,188
	State Grant Revenue	Increase	301-1420-324.34-24	42,000
	Personnel	Increase	301-1420-510.01-06	30,065
	Materials & Services	Increase	301-1420-520.15-19	3,995
	Materials & Services	Increase	301-1420-520.25-06	122
	Materials & Services	Increase	301-1420-520.35-13	4,000
	Materials & Services	Increase	301-1420-520.66-99	3,818
	Federal Grant Revenue	Increase	301-1403-322.32-07	2,252
	Materials & Services	Increase	301-1403-520.15-19	2,252

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

**IN THE MATTER OF THE
 APPOINTMENT TO PRINEVILLE
 LAKE ACERS UNIT 1 ROAD DISTRICT**

ORDER 2021-49

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Crook County Boards and Committees:

Board	Appointee	Term	Oath required
Prineville Lake Acers Unit 1 Road District Position #1	Debra Kowalski	3 – Year Term Expiring 09-15-2024	Yes

DATED this 15th day of September 2021.

 Seth Crawford
 County Judge

 Jerry Brummer
 County Commissioner

 Brian Barney
 County Commissioner

AMENDMENT 3
To Intergovernmental Agreement for GIS Support

This Amendment 3 is entered into by and between Crook County, a political subdivision of the State of Oregon, acting through its GIS/IT Department (hereinafter "County"), and the City of Prineville, a municipal corporation of the State of Oregon (hereinafter "City"); collectively, County and City may be referred to as "the Parties."

RECITALS

WHEREAS, County and City are parties to that certain Intergovernmental Agreement for GIS Support (hereinafter "the Agreement") effective July 1, 2017 through June 30, 2019, for the provision of services related to the acquisition, development, maintenance, updating, processing, and configuration of mapping data for the Prineville Public Safety Answer Point (PSAP); and

WHEREAS, Amendment 1 to the Agreement was previously executed effective July 1, 2019 to extend the Agreement through June 30, 2020; and Amendment 2 extended the duration through June 30, 2021; and

WHEREAS, and the Parties wish to continue the terms of the Agreement as modified by this Amendment 3.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, the Parties agree as follows:

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

Section Two: The duration of the Agreement is extended to June 30, 2022, unless sooner terminated according to its terms.

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

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

CITY OF PRINEVILLE

CROOK COUNTY

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 9/2/2021

RE: Scalehouse Software Contract w/ Creative Information Systems
Our File No.: LANDFILL 103(B)

This is the 2nd extension for the Contract with Creative Information Systems for the software at the Landfill. The previous extension expired 8/31/2021; however, work has not been completed. The County has offered an additional 3 months to complete the project and the Landfill supports this extension.

Please place this memo and the attached document(s) on the Wednesday, September 15, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

2nd EXTENSION TO GOODS AND SERVICES CONTRACT

This Extension to Goods and Services Contract ("Extension") is entered into on the date of last signature and effective September 1, 2021, 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, on June 1, 2021, County and Contractor entered into an Extension to Goods and Services Contract to extend the time to complete full performance to August 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 further extend the term of the Contract to complete full performance in accordance with all plans and specifications by November 30, 2021.

AGREEMENT

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

1. Performance. Paragraph number 1 of the Extension to the Contract is hereby amended to extend the term to complete full performance in accordance with all plans and specifications from August 31, 2021 to November 30, 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.

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

For Contractor:

Creative Information Systems, Inc.

By: *Theodore P Chumas*
Signature
Theodore P. Chumas
Print Name

Its: President & CEO

Date 09 / 02 / 2021

For County:

CROOK COUNTY COURT

Seth Crawford, County Judge
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____



Grant Agreement Number 172069

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

**Crook County
Acting by and through Crook County Health Department
357 NW Beaver Street, Suite 100
Pineville, Oregon 97754
Attention: Katie Plumb
Telephone: 541-447-5165
E-mail address: kplumb@h.co.crook.or.us**

hereinafter referred to as “Recipient.”

The Program to be supported under this Agreement relates principally to OHA’s

**External Relations Division
Community Partner Outreach Program
500 Summer Street NE
Salem, Oregon 97301
Agreement Administrator: Perry DeJode or delegate
Telephone: 503-945-6525
E-mail address: perry.b.dejode@dhs-oha.state.or.us**

1. Effective Date and Duration.

This Agreement shall be effective when fully executed by every party and approved by the Department of Justice, if required. Recipient's performance of the Program described in Exhibit A, Part 1, may start **July 1, 2021**, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed in accordance with the schedule of payments in Exhibit A, Part 3, once the Agreement is in effect. 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 OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

- a.** This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

Exhibit A, Part 1:	Program Description
Exhibit A, Part 2:	Standards
Exhibit A, Part 3:	Payment and Financial Reporting
Exhibit B:	Standard Terms and Conditions
Exhibit C:	Subcontractor Insurance Requirements
Exhibit D:	Federal Terms and Conditions

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

- 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 documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$100,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☐ Recipient is a subrecipient ☒ Recipient is a contractor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.767

5. Recipient Data and Certification.

- a. Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

County of Crook

Street address: 300 NE Third St.

City, state, zip code: Prineville, OR 97754

Email address: Kplumb@h.co.crook.or.us

Telephone: (541) 447-5165 Facsimile: (541) 447-3093

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 791761

Expiration Date: 07/01/2022

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated

against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

- 6. Signatures.** 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 the Agreement and any amendments so executed shall constitute an original.

Crook County
Acting by and through Crook County Health Department
By:

 Authorized Signature

 Printed Name

 Title

 Date

State of Oregon acting by and through its Oregon Health Authority
By:

 Authorized Signature

 Printed Name

 Title

 Date

Approved for Legal Sufficiency
 Not required per OAR 137-045-0030(1)(a) _____

EXHIBIT A

Part 1 Program Description

1. Program Goals and Objectives

Grant funds will be used to support the following goals and objectives:

- a. Conduct outreach activities to inform local communities of health coverage options and methods of applying primarily for public coverage through the Oregon ONE Eligibility System.
- b. Target geographic areas with high rates of uninsured and underinsured, including rural areas; racial, ethnic and language minority communities and populations with additional barriers to accessing health care, such as those with physical, cognitive, sensory or mental disabilities, chemical dependency, socioeconomic challenges and those experiencing homelessness.
- c. Conduct community-based outreach to inform the Latino community, immigrant children and teens (for those younger than 19 years of age) and families of new eligibility criteria for the Oregon Health Plan and methods of applying. Target outreach to the Latino community, immigrant children and teens (younger than 19). This includes but is not limited to youth with Deferred Action for Childhood Arrivals (DACA) status and those only previously eligible for Citizen Alien Waived Medical (CAWEM) or CAWEM Plus benefits in Oregon.
- d. Target geographic areas where additional outreach, enrollment and system navigation efforts are needed as identified by OHA.
- e. Provide assistance in applying for health coverage, both public coverage through ONE, and private coverage through the Oregon Health Insurance Marketplace.
- f. Employ trained and certified assisters on staff, available to the public. Staff will maintain certification as required by OHA.
- g. Develop and implement strategies to overcome the barriers to completing applications, using Oregon Health Plan (OHP) coverage, and navigating both Oregon Health Plan and Coordinated Care Organization (CCO) systems.
- h. Collaborate with local community organizations and establish information-sharing processes to facilitate outreach, enrollment and system navigation assistance.
- i. Participate in meetings, trainings (in person and online), and conferences as required by OHA.
- j. Distribute OHA-approved promotional, educational, and marketing materials to target populations.
- k. Educate clients and local communities to improve navigation of health insurance systems and health insurance literacy.
- l. Provide one-on-one sessions post-submission of Medicaid application.

2. Work Plan

Recipient shall perform outreach, enrollment and system navigation activities including, but not limited to the following OHA approved work plan. Upon written approval, OHA and Recipient may agree to alter the approved work plan at any time.

a. Work plan for the period beginning July 1, 2021 and ending June 30, 2022.

Goals and Activities	Milestones	Community Impact	Staff Responsible
ASSESSMENT 1. Assess areas of need for outreach including frontier areas using the Coordinated Care Organization (CCO) Rural Health Assessment/Rural Health Improvement Plan (RHA/RHIP) process. 1a. Director and assister staff will update the gap analysis based on the updated regional health assessment and public health data dashboards 1b. Develop timeline plan for outreach based on assessment and targeted to increase equity based on uninsured, rural, and individuals with additional barriers (minority, BIPOC, disability, chemical dependency, socioeconomic challenges, and experiencing homelessness) in Crook County.	1a. Use updated data from the 2021 Regional Health Assessment Midpoint and public health data dashboards 1b. Development of timeline for outreach based on community need	1a. Improved knowledge and assessment data for county – areas of need identified. 1b. Developed timeline completed demonstrating outreach for community. Efficient, targeted outreach to individuals of highest need in the county.	1a. Katie Plumb, Director (in-kind) 1b. TaNeshia Valenzuela, Assister Katie Plumb, Director (in-kind) Jo McCabe, Supervisor (in-kind)
OUTREACH 2. Conduct outreach activities and distribute OHA approved materials describing health coverage options and methods of applying primarily for public coverage through the Oregon ONE Eligibility System (English and Spanish materials) 2a. Participate as a referral partner 2b. Review information page for insurance enrollment on Recipient's website. 2c. Provide materials to the Faith-Based Network at monthly meetings (English and Spanish materials)	2a. Post information on the website to promote referrals to Recipient. 2b. Update Recipient's website with insurance enrollment information and measure analytics. 2c. Continue providing materials for the Faith-Based Network monthly meetings, along with information for their newsletters.	2a. Increased children enrolled in OHP. 2b. Increased community awareness of insurance assistance process. 2c. Increase outreach opportunities through faith-based networks reducing gaps in service. Attend or provide information for distribution at no less than 2 faith based events per year.	2a. Coordinated by Katie Plumb 2b. Health Promotion Team (in-kind) 2c. TaNeshia Valenzuela Vicky Ryan (in-kind)

Goals and Activities	Milestones	Community Impact	Staff Responsible
<p>OUTREACH (continued)</p> <p>2d. Continue providing information packets and outreach to the homeless population through kits provided at the health department and supporting the Point-in-Time Homeless Count.</p> <p>2e. Provide monthly outreach to BestCare Treatment Services</p> <p>2f. Provide outreach through Oregon Mother's Care, CAWEM program, and Family Connects</p> <p>2g. Promote insurance enrollment at all health department outreach activities – calendar development.</p> <p>2h. All health department clients will continue to be offered insurance enrollment (reproductive health, WIC, home visiting). Specific outreach to the Latino community in the WIC program, Rural Health (RH) Program, and immunization program.</p> <p>2i. Continue coordinating efforts with community partners improving referrals including Mosaic Medical, St. Charles Healthcare, and Recipient's School Based Health Center (Mosaic), BestCare, Mountain Star Relief Nursery, and Latino Community Association.</p>	<p>2d. Continue ongoing outreach to the homeless population including supporting the Crook County (CC) point-in-time homeless count. Provide in person outreach to both male and female shelters in the area at least once a quarter.</p> <p>2e. Increased awareness of services Best Care providers and clients.</p> <p>2f. Provide enrollment information to all clients through Oregon Mother's Care, CAWEM, Primary Care Coordinator (PCC) and Family Connects</p> <p>2g. Enrollment information will be provided at all health department outreach activities (Includes schools, prevention activities; chronic disease programs). Outreach will take place in written and in-person format with attendance in person goal of 2 events per month and 30% of working time attendance at major events such as fair.</p> <p>2h. All health department clients are screened at each encounter for insurance coverage.</p> <p>2i. Outreach will be provided to continue coordination with community partners.</p>	<p>2d. Reduce service gaps by serving the homeless population in Crook County.</p> <p>2e. Increased awareness for Best Care providers and clients of services.</p> <p>2f. Increased awareness for all pregnant women in Crook County in the department and the OB/GYN office.</p> <p>2g. Additional outreach activities promoting OHP expansion increases opportunities for clients not reached in other manners.</p> <p>2h. 100% of health department clients screened and enrolled as applicable in insurance programs.</p> <p>2i. Regular communication with all community partners to improve referral patterns.</p>	<p>2d. TaNeshia Valenzuela Vicky Ryan (in-kind)</p> <p>2e. TaNeshia Valenzuela Stevie Dyal (in-kind)</p> <p>2f. TaNeshia Valenzuela Kat Alvarado-Rose (in-kind)</p> <p>2g. TaNeshia Valenzuela All department staff participating in outreach events (in-kind)</p> <p>2h. TaNeshia Valenzuela Alyssa Colby (in-kind)</p> <p>2i. TaNeshia Valenzuela Alyssa Colby (in-kind)</p>

Goals and Activities	Milestones	Community Impact	Staff Responsible
ENROLLMENT 3. Provide enrollment and re-enrollment assistance activities to 720 individuals requesting services in Crook County 3a. Walk-in availability and set appointment times: Monday through Thursday with set aside time for outreach activities updated 3b. Explore options for enrollment processes with the Crook County jail to sign up inmates upon release 3c. Continue collaboration with local community organizations and continue information-sharing processes to facilitate outreach, enrollment, and system navigation assistance 3d. Educate clients and local communities to improve navigation of health insurance systems and health insurance literacy through activities 3e. Develop and implement strategies to overcome barriers to completing applications, using Oregon Health Plan Coverage, and navigating both Oregon Health Plan and Coordinated Care Organization systems 3f. Continue providing one-on-one follow-ups post submission of Medicaid applications	3. Meet monthly benchmark of 30 new enrollments per month. Re-evaluate monthly benchmark each quarter and increase as indicated 3a. Develop updated schedule with specific time for outreach vs. appointments 3b. Develop new process for Crook County jail enrollment with new staff 3c. Re-visit all community partners with materials by 3d. Provide information on Facebook and Website, along with clients for navigating the system. Reach out to 45 new enrollees from previous 3 months, successfully speaking with at least 15 new enrollees evaluating their understanding of OHP coverage, knowledge of Primary Care Physician (PCP), asking if they have set up establishment appointment with PCP, and determining what other system navigation needs do they have. 55 System navigation touches per month. 3e. Use a Quality Improvement (QI) process to develop strategies to overcome barriers. Survey at least 10 OHP enrollees per month about perceived barriers and assist with overcoming these barriers. 3f. Continue using appointment time to assist clients following submission of application.	3a. Full schedule: reassurance that outreach and education activities are successful. Some visits continue to be on phone. 3b. Inmates re-enrolled by release from jail assured. The released individuals are making appointments at the department. 3c. Referral process is current and assures referred clients are seen as soon as possible. Reduce gaps in coverage. 3d. Improved understanding and use of the medical system. 3e. Improved understanding and use of the medical system. 3f. Improved navigation of the medical system	3. TaNeshia Valenzuela Alyssa Colby Alanna Spry (in-kind) 3a. TaNeshia Valenzuela Alyssa Colby (in-kind) 3b. TaNeshia Valenzuela 3c. TaNeshia Valenzuela Alyssa Colby (in-kind) Health Promotion Staff (in-kind) 3d. Health Promotion Team/IT (in-kind) TaNeshia Valenzuela 3e. TaNeshia Valenzuela Health Promotion Staff (in-kind) QI Team members (in-kind) 3f. TaNeshia Valenzuela Alyssa Colby (in-kind)

Goals and Activities	Milestones	Community Impact	Staff Responsible
EVALUATION 4. Improve data reporting for outreach activities by all health department staff 4a. Implement data gathering tool to gather information from events and meetings.	4a. Implement a reporting tool through the QI process which incorporates all the reporting requirements.	4a. Improved reporting based on new requirements for reporting.	4a. Katie Plumb (in-kind) TaNeshia Valenzuela
REPORTING 5. Recipient will submit monthly expenditure reports and monthly activity reports as required by OHA. 5a. Data Collection	5a. Continue utilize Recipient's current system, EPIC/OCHIN, for client scheduling and tracking	5. Creates accountability and ensures effective and efficient use of resources to benefit the community. 5a. Efficient scheduling.	5. Katie Plumb (in-kind) TaNeshia Valenzuela
6. Recipient shall follow the Grant Standards and other Grant requirements. 6a. Participate in meetings, trainings (in person and on-line), and conferences as required by OHA. 6b. Staff will maintain certification as required.	6. Documentation of all materials as needed. Medicaid Advisory Committee (MAC) tracking/use is documented separately. 6a. Monthly documentation of all meetings and trainings. 6b. Staff will maintain certification as required by OHA.	6. Quality Assurance	6. All CCHD staff Katie Plumb to monitor 6a. TaNeshia Valenzuela 6b. TaNeshia Valenzuela Alyssa Colby

b. Work plan for the period beginning July 1, 2022 and ending June 30, 2023.

Goals and Activities	Milestones	Community Impact	Staff Responsible
ASSESSMENT 1. Review areas of need for outreach using the CCO RHA/RHIP process 1a. Director and assister staff will update the gap analysis based on the updated regional health assessment and public health data dashboards 1b. Review and update plan for outreach based on assessment and targeted to increase health equity based on uninsured, rural, and individuals with additional barriers (minority, BIPOC, disability, chemical dependency, socioeconomic challenges, and experiencing homelessness) in Crook County.	1a. Use updated data from the 2021 Regional Health Assessment Midpoint and public health data dashboards. 1b. Development of timeline for outreach based on community need.	1a. Improved knowledge and assessment data for county – areas of need identified. 1b. Developed timeline completed demonstrating outreach for community. Efficient, targeted outreach to individuals of highest need in the county.	1a. Katie Plumb, Director (in-kind) 1b. TaNeshia Valenzuela, Assister Katie Plumb, Director (in-kind) Jo McCabe, Supervisor (in-kind)

Goals and Activities	Milestones	Community Impact	Staff Responsible
OUTREACH 2. Conduct outreach activities and distribute OHA approved materials describing health coverage options and methods of applying primarily for public coverage through the Oregon ONE Eligibility System (English and Spanish materials) 2a. Participate as a referral partner for the 100% Project 2b. Review information page for insurance enrollment on Recipient's website. 2c. Provide materials to the Faith-Based Network at monthly meetings (English and Spanish materials) 2d. Continue providing information packets and outreach to the homeless population through kits provided at the health department and supporting the Point-in-Time Homeless Count. 2e. Provide monthly outreach to BestCare Treatment Services 2f. Provide outreach through Oregon Mother's Care, CAWEM program, and Family Connects 2g. Promote insurance enrollment at all health department outreach activities – calendar development. 2h. All health department clients will continue to be offered insurance enrollment (reproductive health, WIC, home visiting). Specific outreach to the Latino community in the WIC program, RH Program, and immunization program. 2i. Continue coordinating efforts with community partners improving referrals including Mosaic Medical, St. Charles Healthcare, and the Recipient's School Based Health Center (Mosaic), BestCare, Mountain Star Relief Nursery, and Latino Community Association.	2a. Post information on the website to promote referrals to Recipient. 2b. Update Recipient's website with insurance enrollment information and measure analytics. 2c. Continue providing materials for the Faith-Based Network monthly meetings, along with information for their newsletters. 2d. Continue ongoing outreach to the homeless population including supporting the CC point-in-time homeless count. 2e. Increased awareness of services Best Care providers and clients. 2f. Provide enrollment information to all clients through Oregon Mother's Care, CAWEM, PCC and Family Connects. 2g. Enrollment information will be provided at all health department outreach activities (Includes schools, prevention activities; chronic disease programs). 2h. All health department clients are screened at each encounter for insurance coverage. 2i. Outreach will be provided to continue coordination with community partners.	2a. Increased children enrolled in OHP. 2b. Increased community awareness of insurance assistance process. 2c. Increase outreach opportunities through faith-based networks reducing gaps in service. 2d. Reduce service gaps by serving the homeless population in Crook County. 2e. Increased awareness for Best Care providers and clients of services. 2f. Increased awareness for all pregnant women in Crook County in the department and the OB/GYN office. 2g. Additional outreach activities promoting OHP expansion increases opportunities for clients not reached in other manners. 2h. 100% of health department clients screened and enrolled as applicable in insurance programs. 2i. Regular communication with all community partners to improve referral patterns.	2a. Coordinated by Katie Plumb 2b. Health Promotion Team (in-kind) 2c. TaNeshia Valenzuela Vicky Ryan (in-kind) 2d. TaNeshia Valenzuela Vicky Ryan (in-kind) 2e. TaNeshia Valenzuela Stevie Dyal (in-kind) 2f. TaNeshia Valenzuela Kat Alvarado-Rose (in-kind) 2g. TaNeshia Valenzuela All department staff participating in outreach events (in-kind) 2h. TaNeshia Valenzuela Alyssa Colby (in-kind) 2i. TaNeshia Valenzuela Alyssa Colby (in-kind)

Goals and Activities	Milestones	Community Impact	Staff Responsible
ENROLLMENT 3. Provide enrollment and re-enrollment assistance activities to 720 individuals requesting services in Crook County. 3a. Walk-in availability and set appointment times: Monday through Thursday with set aside time for outreach activities updated. 3b. Assure enrollment processes with the Crook County jail are effective signing up inmates upon release. 3c. Continue collaboration with local community organizations and continue information-sharing processes to facilitate outreach, enrollment, and system navigation assistance. 3d. Educate clients and local communities to improve navigation of health insurance systems and health insurance literacy through activities. 3e. Develop and implement strategies to overcome barriers to completing applications, using Oregon Health Plan Coverage, and navigating both Oregon Health Plan and Coordinated Care Organization systems. 3f. Continue providing one-on-one follow-ups post submission of Medicaid applications.	3. Meet monthly benchmark of 30 new enrollments per month. Re-evaluate monthly benchmark each quarter and increase as indicated. 3a. Develop updated schedule with specific time for outreach vs. appointments. 3c. Re-visit all community partners with materials. 3d. Provide information on Facebook and Website, along with clients for navigating the system. 3e. Use a QI process to evaluate efficacy of strategies to overcome barriers. 3f. Continue using appointment time to assist clients following submission of application.	3a. Full schedule: reassurance that outreach and education activities are successful. Some visits continue to be on phone. 3b. Inmates re-enrolled by release from jail assured. The released individuals are making appointments at the department. 3c. Referral process is current and assures clients are seen as soon as possible from referring agency. Reduce gaps in coverage. 3d. Improved understanding and use of the medical system. 3e. Improved understanding and use of the medical system. 3f. Improved navigation of the medical system.	3. TaNeshia Valenzuela Alyssa Colby Alanna Spry (in-kind) 3a. TaNeshia Valenzuela Alyssa Colby (in-kind) 3b. TaNeshia Valenzuela 3c. TaNeshia Valenzuela Alyssa Colby (in-kind) Health Promotion Staff (in-kind) 3d. Health Promotion Team/IT (in-kind) TaNeshia Valenzuela 3e. TaNeshia Valenzuela Health Promotion Staff (in-kind) QI Team members (in-kind) 3f. TaNeshia Valenzuela Alyssa Colby (in-kind)
EVALUATION 4. Improve data reporting for outreach activities by all health department staff 4a. Implement data gathering tool to gather information from events and meetings.	4a. Evaluate reporting tool through the QI process to assure efficacy	4a. Improved reporting based on new requirements for reporting.	4a. Katie Plumb (in-kind) TaNeshia Valenzuela

Goals and Activities	Milestones	Community Impact	Staff Responsible
REPORTING 5. Recipient will submit monthly expenditure reports and monthly activity reports as required by OHA. 5a. Data Collection	5a. Continue to utilize EPIC/OCHIN for client scheduling and tracking	5. Creates accountability and ensures effective and efficient use of resources to benefit the community. 5a. Efficient scheduling.	5. Katie Plumb (in-kind) TaNeshia Valenzuela
6. Recipient shall follow all Grant Standards and other Grant requirements. 6a. Participate in meetings, trainings (in person and on-line), and conferences as required by OHA. 6b. Staff will maintain certification as required.	6. Documentation of all materials as needed. MAC tracking/use is documented separately. 6a. Monthly documentation of all meetings and trainings. 6b. Staff will maintain certification as required by OHA.	6. Quality Assurance	6. All CCHD staff Katie Plumb to monitor 6a. TaNeshia Valenzuela 6b. TaNeshia Valenzuela Alyssa Colby

EXHIBIT A
Part 2
Standards

1. Required Standards

Recipient shall follow all required Cultural Competency, Organization and Application Assister Standards. The following standards are not intended to be all-inclusive.

a. Cultural Competency Standards

Consistent with the philosophy that attaining cultural and linguistic competence is an ongoing, developmental process, there are some indicators that are required to be in place on the day operations begin.

- (1) Demonstrate the alternatives and options available for consumers requesting application assistance that accommodates individual preference, cultural and linguistic differences or people with disabilities or facing other barriers.
- (2) Demonstrate the existence of policies and procedures for meeting consumer language needs.
- (3) Demonstrate in-person, phone, and electronic consumer access to bilingual-bicultural staff for the languages and cultures of the target populations being served.
- (4) Identify populations whose primary language is other than English by region or county within the regions served.
- (5) Demonstrate how consumers whose primary language is other than English, but not a language broadly available, will be assisted to secure or link to appropriate services. Also demonstrate the progressive steps to assist these consumers to obtain services in their primary language.
- (6) Availability of culturally and linguistically appropriate written information for identified consumer populations. Literature shall read at the sixth-grade reading level.
- (7) Demonstrate an approach to informing ethnic consumers of the availability of cultural and linguistic services and programs.
- (8) Demonstrate willingness to partner with other organizations.
- (9) Assess factors and develop a plan to facilitate the ease with which culturally diverse populations can obtain services. Such factors should include location, hours of operation or other relevant areas; adapting physical facilities to be comfortable and inviting to persons of diverse cultural back grounds; locating facilities in settings that are non-threatening, including co-location of services or partnerships with community groups. May include travel to the consumer or providing services off-site.

b. Organization Standards

Recipient shall not:

- (1) Offer or provide any gift, favors or other inducement (including food) to Applicants without prior approval from OHA.
- (2) Accept money or premium payments.
- (3) Submit eligibility or enrollment information without first obtaining an OHA approved consent form from the Applicant.

- (4) Divulge any personal information obtained while assisting an Applicant with an application for purposes other than enrollment assistance.
- (5) Invite or influence an individual or his/her dependents to separate from any health insurance plan or arrange for this to occur.
- (6) Allow any person who has not passed a criminal history check through OHA's required process to perform services under this Grant.
- (7) Provide inaccurate, misleading or coercive oral or written information or materials.
- (8) Encourage Applicants to include on the application any false or misleading information regarding income, residency, alienage and other eligibility information.

c. Application Assister Standards

- (1) All Application Assistors will be trained and certified as required by OHA. Potential Application Assistors must complete the required Oregon specific training(s). Application Assistors will also be trained as Community Health Workers (CHW) within the first three months of the grant period. Training and certification must be renewed as required by OHA.
- (2) Application Assistors will provide information about available public and private health insurance coverage options to potentially eligible Oregonians. The information shall, at a minimum, include an explanation of the role of an Application Assister.
- (3) The Application Assister shall encourage Applicants to provide accurate and truthful information, and shall not attempt to pre-determine consumer eligibility, or make any assurances regarding the eligibility of a consumer for any health coverage option.
- (4) All Application Assistors will provide enrollment assistance through ONE, including HealthCare.gov resources as applicable. Assistance will be provided both to new applicants and to applicants seeking to renew coverage.
- (5) The Application Assister shall obtain appropriate permissions from the Applicant prior to helping the Applicant to submit an application. Application Assistors will provide a copy of and explain the OHA approved consent form. A signed copy of the consent form must be kept on file by the Recipient.
- (6) In a secure and locked manner, the Application Assister shall maintain for six years, copies of all records including, but not limited to, paper applications submitted on a consumer's behalf and the consent form if applying online, related to enrollment assistance, whether in paper, electronic or other form. Access to these records shall be limited to authorized personnel only, including OHA or its delegates.
- (7) The Application Assister shall provide unbiased health coverage choice counseling using filters embedded in the online application and information provided by OHA or its delegates. If a consumer needs additional assistance choosing a qualified health plan, the Application Assister shall refer the applicant to a certified agent.
- (8) The Application Assister shall disclose any relationships the Application Assister or organization has with insurers, their subsidiaries, or other conflicts of interest as defined by OHA.
- (9) The Application Assister shall assist client to navigate both Oregon Health Plan and Coordinated Care Organization systems.

EXHIBIT A

Part 3 Payment and Financial Reporting

1. Reporting Requirements

Recipient shall submit monthly expenditure reports and monthly activity reports in the format required by OHA.

Monthly reports should include information on the following activities and data:

a. Outreach

- Total # in-person meetings
- Total # individuals reached through in-person meetings
- Total # incidences of tabling, presenting at a community event or forum, etc.
- Total # of OHP outreach and marketing campaign materials distributed
- Through all outreach activities, estimated total # individuals reached
- If using radio/TV/other media for outreach, total # of individuals reached per media type (# - Radio, # - TV, # - Other)

b. Referrals

Total # of individuals that are referred to or contact your organization for program information and/or OHP application and enrollment assistance. Of these individuals, how many heard about your organization through the following: Word of mouth, Radio, TV, Flyer, Social media, Other community partner organization (please specify), Community event, Other (please specify)

c. OHP Application and Enrollment

- Total # of new applications assisted via ONE
- Total # of new applications assisted via paper or PDF application
- Total # of individuals new applications represent
- Total # of Latino community, immigrant children and teens (younger than 19) population new applications represent
- Total # of incidences of people declining application assistance for any reason (indicate reason(s) in narrative)
- Total # of renewals assisted
- Total # of individuals renewal applications represent
- Total # of Latino community, immigrant children and teens (younger than 19) population renewal applications represent

d. OHP education and System Navigation

- Total # of OHP education activities
- Total # of OHP system navigation activities

2. Budget Categories

a. Personnel Expenses

Personnel Expenses are limited to expenses for staff working directly on this project. The name and title for staff directly performing Program activities are listed in the Work Plan. No more than 10% of the total FTE should include positions assigned to provide administrative support or oversight. Lead agencies and all coalition members must provide direct application assistance. Expenses for legal counsel, accounting, facilities, and similar expenses are not considered Personnel Expenses for this Program.

b. Travel Expenses

Travel expenses are limited to current state rates for non-represented employees in effect at the time the expenses are incurred. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the State. Personal expenses shall not be authorized at any time. Only local travel is authorized. OHA may reimburse for out-of-town travel on a case-by-case basis if travel is pre-approved for OHA workshops or training. Out-of-state travel expenses will not be reimbursed. OHA may pay those travel expenses only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual: <http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf>

c. Training Expenses

OHA will reimburse Community Health Worker (CHW) training costs for Application Assistants assigned to work directly on this project. Approximate cost of training for training each Assistant is \$1,500.

d. Outreach, Enrollment and System Navigation Expenses

OHA will reimburse for costs for approved outreach, enrollment and system navigation materials. OHA will provide flyers and limited other materials that may be used for this project. Materials will be available in multiple languages with customizable versions for organizations to add contact information.

e. Office space and furniture

OHA will not fund office space directly. It is expected that Recipient will provide this in-kind.

f. Indirect/Administrative Expenses

Up to 12% of the total approved budget may be used to cover Indirect/Administrative Costs.

3. Budget Transfers

Recipient may reallocate up to 10% of the budgeted amount for a line item of the OHA-approved budget, to another line item(s) in the OHA-approved budget, without OHA's approval.

In the event Recipient adjusts its line-item budget as described, Recipient shall report such adjustment in writing to OHA with its next monthly expenditure report after making the adjustment.

Recipient may not reallocate any amount from any line item of the OHA-approved budget in an aggregate amount greater than 10% of the amount for that line item, to another line item(s) in the OHA-approved budget, without OHA approval.

4. Budget Table

Approved budget for the period beginning July 1, 2021 and ending June 30, 2023.

Approved Budget	
Expenses	Amount
Personnel Expenses	
Salary	\$56,475.00
Benefits	\$43,525.00
Total Personnel Expenses	\$100,000.00
Total Approved Budget	\$100,000.00

* OHA may request documentation at any time related to the approved budget and expenses.

* No single month's expenses may exceed 9% of the total approved budget, to ensure continued grant activity throughout the grant period.

EXHIBIT B
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 OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties.

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Grant Funds; Payments.

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements 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 OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient 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. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a

different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended "Unexpended Funds" on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to

reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient 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 Recipient'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.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation,

dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

- b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 9.c.(2);
 - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
 - (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.

- (3) 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.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

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

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

12. Information Privacy/Security/Access.

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

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA 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 Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. 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.

OHA: Office of Contracts and Procurement
635 Capitol Street NE, Suite 350
Salem, Oregon 97301
Telephone: 503-945-5818
Fax: 503-378-4324

Recipient: As indicated on Page 1

This Section shall survive expiration or termination of this Agreement.

19. Headings.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

20. Amendments; Waiver; Consent.

OHA 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, 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.

21. Merger Clause.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

22. 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.

EXHIBIT C

Subcontractor Insurance Requirements

Recipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified below and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the Contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Recipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor 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 Recipient permit a Contractor to work under a Subcontract when the Recipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a Contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

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 shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. 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.

COMMERCIAL GENERAL LIABILITY

☒ Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under the Subcontract, 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 \$2,000,000.

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 \$2,000,000 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.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under the Subcontract 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 the Subcontract. 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.

WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against OHA 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 OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

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

- (i) Contractor's completion and Recipient's acceptance of all Services required under the Contract, or
- (ii) Recipient or Contractor termination of the Subcontract, or
- (iii) The expiration of all warranty periods provided under the Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under the Subcontract. 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 the Subcontract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Recipient has the right to request copies of insurance policies and endorsements relating to the insurance requirements in the Subcontract.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

Contractor agrees to periodic review of insurance requirements by Recipient under the Subcontract and to provide updated requirements as mutually agreed upon by Contractor and Recipient.

STATE ACCEPTANCE

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

EXHIBIT D

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, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.**

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

2. **Equal Employment Opportunity.**

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

3. **Clean Air, Clean Water, EPA Regulations.**

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

subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

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

5. Truth in Lobbying. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 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 Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or

pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

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

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or 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. Pro-Children Act.

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

10. Medicaid Services.

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 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. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

11. Agency-based Voter Registration.

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

12. Disclosure.

- 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. 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.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice.

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 14. **Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

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: September 8, 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 3rd 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 and then by 8/1/2021; however, the project is again taking longer than expected. The attached extension would extend the project deadline to 10/1/2021.

Please let me know if you have any questions.

**Please place this memo and the attached document(s)
on the Wednesday, September 15, 2021 County Court
Agenda as a CONSENT ITEM, for approval and
signatures.**

EXTENSION #3 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 Agreement was extended by Extension #2 to Professional Services Contract to require full performance by August 1, 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 October 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 October 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: 
Signature
WILLIAM LLOYD
Print Name

Its: PRESIDENT

Date: 9-8-2021

For County:

CROOK COUNTY COURT

Seth Crawford, County Judge
 Date: _____

Jerry Brummer, County Commissioner
 Date: _____

Brian Barney, County Commissioner
 Date: _____



Request to place business before the Crook County Court

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

Deadlines: To appear at a Work Session your request and all documentation must be submitted the Thursday before at 5:00 pm. To appear at a Regular County Court Meeting your request and all documentation must be submitted the Wednesday before at 12:00 pm.

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

Your name: Barbara + Larry Goss Date of Request: _____
Email: barbaragoss@gmail.com Phone: 541-419-1680
Address (optional): 18300 N 5th Hwy. Redmond OR 97756

1. What is the date of the Court meeting you would like to appear at? Sept. 15th 2021
2. Describe the matter to be placed before the Court: 200' Rim Rock Set Back
3. What action are you requesting that the Court take? Examine the original FINDINGS for Development of Property 14-14-29 TL 103
4. What is the cost involved with your request, if applicable? Compensation for Revision of the guide lines for development
5. Have you asked the County for a fee waiver before? If yes, when? _____
6. Please estimate the time required for your presentation.
☐ 5 minutes ☐ 10 minutes ☐ 15 minutes ☒ other 60 minutes
7. Are you (or will you be) represented by legal counsel?
 Yes (please name your attorney) _____
 No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
8. If you have a physical disability and require an accommodation, please specify your need: _____

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied

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

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

Your name: Troy Poncin (IT Dept) Date of Request: 8-31-2021
Email: troy.poncin@co.crook.or.us Phone: 541 416 3930
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? 9-15-2021
2. Describe the matter to be placed before the Court: Presentation from Nick Snead (ComDev Director city of Madras). This presentation will discuss Broadband Planning & Local Government/Private relationships.
3. What action are you requesting that the Court take? Direct staff to explore cooperating with Jefferson Broadband Planning Group and determine if creating a Crook local group makes sense.
4. What is the cost involved with your request, if applicable? Immediate request will cost IT/Planning staff time.
5. Please estimate the time required for your presentation.
☐ 5 minutes ☐ 10 minutes ☒ 15 minutes ☐ other _____ minutes
6. Are you (or will you be) represented by legal counsel?
 X Yes (please name your attorney) _____
 X No, I am not currently represented. (**Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.**)
7. If you have a physical disability and require an accommodation, please specify your need:

Optional Endorsement:

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

Court member signature

Date

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

Your name: Troy Poncin

Date of Request: 9-1-2021

Email: troy.poncin@co.crook.or.us

Phone: 5414163930

Address (optional):

1. What is the date of the Court meeting you would like to appear at? 9-15-2021
2. Describe the matter to be placed before the Court: IT has created a form to assign responsibility for hardware that leaves County property (Laptops, phones, etc) That form will impact every dept. HR and Legal have approved of the form already
3. What action are you requesting that the Court take? Approve the form to be implemented.
4. What is the cost involved with your request, if applicable? Staff time
5. Please estimate the time required for your presentation.
☒ 5 minutes ☐ 10 minutes ☐ 15 minutes ☐ other minutes
6. Are you (or will you be) represented by legal counsel?
 Yes (please name your attorney)
☒ No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
7. If you have a physical disability and require an accommodation, please specify your need:

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

Date _____



IT Hardware Responsibility Acceptance

First Name:

Last Name:

Department:

Manager:

By accepting this agreement, you indicate that Crook County has issued this equipment to you for the purposes of Crook County business only. All hardware defined below will be returned to Crook County at or prior to termination of employment. All hardware and accompanying software is subject to scanning, remote access, and regular administrative tasks by the Crook County IT department. No software can be added to the devices without prior IT approval. Any theft, loss, or damage will be reported to the Crook County IT department as soon as possible.

Description	Model	SN	Date issued	Date returned

Signature:

Date:

Service Quote

Date: May 19th 2021

Troy Poncin
IT Director
Crook County IT Department
422 NW Beaver Street
Prineville, OR 97754

Re: Crook County Fairgrounds Dark Fiber IRU Quote

<u>Service</u>	<u>Annual Maintenance</u>	<u>Installation</u>
1. (1) Dark Fiber Lease with 20 Year IRU	\$2100.00	\$32,000.00
Service location A: Crook County IT - 422 NW Beaver Street		
Service location Z: Crook County Fairgrounds – 1280 Main Street		

Hello Troy,

Here is the quote to lease one pair of single-mode dark fiber between the Crook County IT Department and the Crook County Fairgrounds. This quote is based on a 20 year term with the IRU included. This will be an aerial build utilizing our franchise rights with the City of Prineville and pole attachments on Pacific Power poles. This quote includes maintenance, break fix with shared costs in the event the fiber is damaged, as well as ongoing support.

Please feel free to give me a call if you have any questions and thank you for the opportunity to provide this quote.

Jason Wilkins
PrineTIME Internet Solutions, LLC
jasonw@prinetime.net
(541) 408-7249

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

IN THE MATTER OF

ORDER #2021-48

Accepting revenue, changing related appropriations, line
item adjustments and changing expenditure budget
appropriations for County Funds for Fiscal Year 2021-22

WHEREAS, this Order is made in accordance with ORS 294.471(1)(c) which provides that funds that are made available by another unit of federal, state or local government, and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period after enactment of an appropriation resolution or ordinance.

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the increases/decreases in revenues and expenditures for the purposes shown in the attached "Exhibit A" and makes the changes in appropriation for the fiscal year ending June 30, 2022.

DATED this 15th day of September 2021.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

Exhibit A for Court Order 2021-48

Fund	Department	Current Budget	Change	Revised Budget
Veterans	Veterans	283,000	19,700	302,700

Appropriation of grant resources awarded after the adoption of the FY 2022 budget

Veterans			Total	\$ 19,700
	Description	Change	GL Number	Amount
	Beginning Fund Balance	Increase	325-0000-300.01-01	24,065
	State Grant Revenue	Increase	325-1101-324.35-08	21,567
	Transfers In	Decrease	325-1101-380.80-23	(25,932)
	Materials & Services	Increase	325-1101-520.05-28	5,600
	Materials & Services	Increase	325-1101-520.10-01	4,000
	Materials & Services	Increase	325-1101-520.10.25	2,300
	Materials & Services	Increase	325-1101-520.40-17	600
	Materials & Services	Increase	325-1101-520.45-02	200
	Materials & Services	Increase	325-1101-520.45.03	7,000

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

**IN THE MATTER OF EXTENDING THE
DURATION OF THE DECLARATION
OF PUBLIC HEALTH EMERGENCY IN
CROOK COUNTY IN RESPONSE TO
THE OUTBREAK OF COVID-19**

**RESOLUTION AND
ORDER 2021-44**

WHEREAS, ORS 401.309 empowers a county to declare a state of emergency “by ordinance or resolution;” and

WHEREAS, on March 13, 2020, the Crook County Court declared a public health emergency in response to the global pandemic of the COVID-19 coronavirus. That declaration was memorialized in Order and Resolution 2020-21, which was later modified by Order and Resolution 2020-22; Order and Resolution 2021-17; and Order and Resolution 2021-33; and

WHEREAS, in light of the persisting emergency conditions, which present dangers to the health, safety, and welfare of County residents, the County Court has previously extended the duration of the emergency; and

WHEREAS, based upon the advice of public health officials at the local, state, and federal levels, the present emergency conditions are expected to continue for the foreseeable future, necessitating the extension of the declared state of emergency.

NOW, THEREFORE, based upon the foregoing, it is hereby **ORDERED and RESOLVED** that:

Section One: The state of emergency declared on March 13, 2020 will continue until March 30, 2022, unless sooner terminated or extended by the County Court.

Section Two: In furtherance of any emergency procurements made necessary or prudent to respond to the public health emergency, and pursuant to Crook County Code 3.12.100, a single member of the County Court is authorized to execute contracts in the County’s name regardless of the dollar value limits established by Crook County Code 3.12.040.

Section Three: All other provisions of the Declaration of Public Health Emergency contained in Order and Resolution 2020-21, as modified by Order and Resolution 2020-22,

Order and Resolution 2021-17, and Order and Resolution 2021-33 continue in full force and effect.

DATED this ____ day of _____, 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	_____	_____	_____	_____
Jerry Brummer	_____	_____	_____	_____
Brian Barney	_____	_____	_____	_____

/

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

**IN THE MATTER OF UPDATING RATES
FOR REIMBURSEMENT TO THE
COUNTY'S PER DIEM AND MILEAGE
SCHEDULE**

ORDER 2021-45

WHEREAS, the Crook County Court wishes to adopt an order amending the employee handbook to establish a policy for per diem and mileage reimbursement for the conduct of County business; and

WHEREAS, the County Court wishes to establish definite sums for the reimbursement of these expenses.

NOW, THEREFORE, the Crook County Court hereby **ORDERS** that the attached Transit Schedule be adopted as the rates for reimbursement in accordance with the County's per diem and mileage policies.

BE IT FURTHER ORDERED that this Order be filed in the Crook County Clerk's Office and that it be effective immediately.

DATED this ____ day of September, 2021.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

CROOK COUNTY TRANSIT SCHEDULE

From time to time and as often as is deemed useful, the County Court will examine this Schedule to determine whether to adjust described the reimbursement rates or to maintain the same levels. These rates apply County-wide unless a collective bargaining agreement, intergovernmental agreement, or other individual document contains different rates, in which case those different rates will apply. All previous mileage or travel-related rates are hereby superseded.

Mileage reimbursement: Reimbursement for miles traveled is available for those employees who are actually driving as opposed to merely being a passenger.

The rate per mile of the current IRS standard business mileage reimbursement.

Mileage reimbursement is only available for passenger vehicle travel and is not available for reimbursement for travel by other means. For instance, an employee may be eligible for mileage reimbursement for driving a car to and from an airport; however, the employee may not receive mileage reimbursement for the distance traveled by aircraft.

Per Diem Reimbursement: Reimbursement for meals and incidentals while an employee is on travel status, is in accordance with the County's per diem policy (described in the Employee Handbook). Depending on when an employee is on travel status, some or all of these meals may be eligible for reimbursement.

<u>Meal:</u>	<u>Rate:</u>
Breakfast	\$13.00
Lunch	\$14.00
Dinner	\$23.00

Where travel is required to cities with a population of 800,000 or more, the per diem rate is increased by 10%.

No receipts are required to receive the per diem reimbursement.

In accordance with the County's per diem policy, pre-payment of per diem rates may be available prior to the employee's travel.



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: September 7, 2021 (Original date: July 13, 2021)

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

Our File No.: MH 32(A)

September 7 Update:

The County Court approved IGA no. 171409 in late July, but the State agency responsible for administering the program, DHS, rescinded the document the following day. The document had not yet been approved for distribution by a separate agency (DAS), and DHS therefore felt it was premature to ask the community mental health programs to sign it.

The County has received an updated IGA, which has not been changed from the original version of the IGA.

Because there have been no changes made to the IGA, and the County previously approved that version, it is my legal advice that the County does not strictly need to approve the unaltered IGA at a County Court meeting. Due to the nature of the services which the CMHP may be required to provide on little or no prior warning, and the importance of having as much tort protection as possible, I've asked that one commissioner sign the September document to be transmitted back to DHS as soon as possible. This will be sufficient to demonstrate that the County agrees to be bound by the IGA's terms.

Nevertheless, there may be confusion in the future why a document approved by the County Court on July 21 would show a September signature date. To help alleviate the possibility for such confusion, and err on the side of caution, I've also asked that this IGA be placed on the agenda of the September 15 meeting. The County Court can then vote to ratify the prior September approval, in the off chance that this may be necessary or useful.

For that reason, I would recommend the following motion: "I move to ratify the prior approval of IGA No. 171409, regarding tort coverage for psychiatric security review board claims."

Judge Seth Crawford

Commissioner Jerry
Brummer

Commissioner Brian
Barney

Original Memo:

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, September 15, 2021 County Court agenda, as a Discussion 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.



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

Commissioner
Title

9/8/2021
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 obligated 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.

Amendment No. _____ to County Contract No. _____

between Crook County and _____

This is an amendment to the Crook County Contract No. _____ (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 _____, 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/amb/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.