

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County, Oregon, 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 may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

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

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CROOK COUNTY COURT AGENDA
WEDNESDAY, February 5, 2020
COUNTY MEETING ROOM
320 NE COURT STREET
PRINEVILLE, OR
9:00 A.M.

CONSENT AGENDA

(Consent agenda items are routine matters—e.g. minutes, appropriations orders, contracts, agreements, completion of previously discussed matters and decisions requiring Court ratification which are not expected to generate discussion. Any member of the Court may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

1. Approve Minutes of February 20, 2019 Regular Meeting of the Crook County Court
2. Approve Order 2020-05, Appointments to Boards and Committees
3. Approve Amendment #5 to CMHP Funding Agreement #159162
4. Approve Amendment #4 to PacificSource CCO/CMHP Agreement
5. Approve Intergovernmental Agreement with Central Oregon Public Works Partnership for Equipment and Services
6. Approve Extension to Professional Services Contract with G. Friesen re Landfill Site Development Plan
7. Approve Tobacco Cessation MOU 2020-007 with Deschutes County
8. Approve Extension with Quality Hearing for HVAC Repair/Maintenance at Extension Office

SCHEDULED APPEARANCES

9. Swearing in of Parole and Probation Deputies Christopher Overman and Capri Edington, Reserve Deputies Michael Cofer and Jeffrey Helman, Corrections Deputy Eric Sundquist, and promoting Javier Sanchez to Detective
Requester: Sheriff's Office (30 Minutes)
10. Presentation of Holiday Partnership 2019
Requester: Vicky Ryan (20 Minutes)
11. Success of Christmas in the Pines Presentation
Requesters: Stanley Flynn/Gail Merritt (5 Minutes)
12. Request for Fee Waiver for Powell Butte Community Charter School's Saddle Up Casino Night Fund Raiser
Requester: Lucinda Hollis, Event Chair (5 Minutes)

DISCUSSION

13. Recommendation of Nick Kralj regarding Revisions to County Investment Portfolio
Requester: Nick Kralj *via telephone* (10 Minutes)
14. Order 2020-04, Findings Authorizing a Sole Source Procurement of Windows 10 Licenses
Requesters: Troy Poncin/Eric Blaine (5 Minutes)
15. Order 2020-06 Amendment the Crook County Employee Handbook
Requester: John Eisler (5 Minutes)
16. **Public Hearing:** Ordinance 318 Amendment Chapter 15.04 of the Crook County Code regarding Building and Fire Codes, and declaring an Emergency – **First Reading**
Requesters: Eric Blaine/Randy Davis (10 Minutes)
17. Announce Successful Bidder for Chip Seal Oil Purchase and Application RFP #2020-01
Requester: Eric Blaine (5 Minutes)
18. Announce Successful Bidder for Chip Seal Rock Purchase RFP #2020-02
Requester: Eric Blaine (5 Minutes)

EXECUTIVE SESSION

19. NONE SCHEDULED

Additional items may be discussed that arise too late to be included as part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

Last Updated: 1/30/2020 11:01:30 AM

February 5, 2020 Agenda

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled meeting on February 20, 2019 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Jeff Wilson; Assistant County Counsel Eric Blaine and County Court Secretary Colleen Ferguson.

Members of the public signing the attendance log: Muriel DeLaVergne-Brown, Director Public Health; Casey Daly, Crook County Fairgrounds Manager; Holli Kingsbury, Crook County Stock Growers; Kelsey Lucas, EDCO and John Gautney, Crook County Sheriff.

The media received Public Notice of the meeting.

Judge Crawford called the meeting to order and asked Holli Kingsbury to lead the Pledge of Allegiance. Mike Wilson shared the opening prayer.

Consent Agenda

1. **Approve Minutes of October 17, 2018 Regular Meeting and January 14, 2019 Special Session of the Crook County Court**
2. **Approve Temporary Non-Exclusive License and Hold Harmless Agreement with Central Oregon Trail Alliance**
3. **Approve Amendment #2 to Contract with Lutheran Community Services North West regarding School Based Health Center**

The Court reviewed the Consent Agenda and made no changes.

Motion

Commissioner Brummer moved to approve the Consent Agenda as presented. Commissioner Barney seconded the motion. The vote was 3-0, motion carried.

Review the bid for purchase of Chip Seal Oil

Roadmaster Bob O'Neal presented information on the bidding for Chip Seal Oil for the next Chip Seal season. Albina bid \$1.2 million for the emulsion, freight, and operator. The emulsion will be done on the Ochoco Ranger Station road, and 70 miles of road will be chip sealed this year. Mr. O'Neal discussed stable funding for the road rotation and hot oil versus emulsion.

Motion

Commissioner Brummer moved to approve the Albina bid of \$1,047,794.00. This amount will include freight, materials and \$80,000 for the operator. Commissioner Barney seconded the motion. The vote was 3-0, motion carried.

Request for fee waiver/percentage of liquor sales for Annual Banquet at Carey Foster Hall

Holli Kingsbury, President of the Crook County Stock Growers Association as of last night, appeared on behalf of the Stock Growers Association. The Association is holding its annual banquet on March 23, 2019 and is asking the Court to waive the costs for rental of the Carey Foster Hall and a waiver of the percentage of alcohol sales.

Approved EB

Motion

Commissioner Barney moved to waive both costs and use video lottery funds to cover the Fairgrounds for the waiver. Commissioner Brummer seconded the motion. The vote was 3-0, motion carried.

Public Hearing and Opportunity for Comment regarding Order 2018-55, Amendment #5 to County Fee Schedule

Assistant County Counsel Eric Blaine and Public Health Director Muriel DeLaVergne-Brown presented two additional medications to add to the Health Department Fees on the County fee schedule.

The public hearing was opened by Judge Crawford. There were no comments received. Judge Crawford closed the public hearing.

Motion

Commissioner Brummer moved to approve Order 2018-55 Amendment 5. Commissioner Barney seconded the motion. The vote was 3-0, motion carried.

Discuss Special Procurement of Fiber Network Creation (279B.085), Order 2019-06

Mr. Blaine presented information regarding the Fiber Network Creation and the memo accompanying Order 2019-06. This recommends moving forward with the Fiber Network Creation project. The IT Director has found there are only two companies in the entire state that own all the internet lines. Other possible service providers include a subsidiary of one of those firms, and the others that were not interested. Under these circumstances, this could qualify as a special procurement to maximize the best value for the County while assuring fair competition. To proceed with a Special Procurement, findings of fact must be made. Mr. Blaine recommended the County proceed with a special procurement as described in Order 2019-06, as meeting the statutory criteria and with a uniform scope of services in order to obtain comparable price quotes. The resulting bids, if any, will be brought back to the Court for consideration. Because the proposed special procurement involves competitive quotes, there would be no favoritism. The price quotes are based on identical considerations. The current vendor servicing the County would like to move on to a different business model.

The County will make findings of fact and the publication will be published twice in numerous media to provide opportunity for comment on the planned-for Special Procurement. The timeline proposed is a notice on February 22, 2019 with 14 days allowed for comment (and then no shorter than 7 days for any particular medium). All comments are due on March 8, 2019. The comments will be evaluated. If there are no comments received, the County will authorize the seeking of price quotes. When received, legal will return to Court for approval. Discussion was held regarding moving forward, the consideration of price, quotes based on identical criteria. The price may be only a factor. If something else comes up, there should be a discussion on consideration and checking for compliance. Bend Broadband offers service and a local connection. LSN does not have a local connection. Discussion was held on the needs and requirement for creating the fiber network with ongoing maintenance for five years. Commissioner Barney suggested going out for both services; the creation and the ongoing maintenance required.

Motion

Approved EB

Commissioner Barney moved to authorize and approve Order 2019-06, Special Procurement. Commissioner Brummer seconded the motion. The vote was 3-0, motion carried.

County Counsel Jeff Wilson presented Order 2018-14, a procurement and sole source purchase from WSD for laundry equipment installation at the jail at the cost of \$7,156.

Motion

Commissioner Barney moved to approve installation of the laundry equipment in the jail at the cost of \$7,156. Commissioner Brummer seconded the motion. The vote was 3-0, motion carried.

Addition, EDCO Representative

Kelsey Lucas introduced herself to the Court. Ms. Lucas is the new Prineville EDCO representative. She discussed solar projects, zones and pilot projects. Ms. Lucas and Roger Lee, EDCO Director, will be attending a County Work Session to provide more information.

There being no further action items before the Court, Judge Crawford adjourned the Court into Executive Session under: ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member or individual agent; ORS 192.660(2)(b) to consider the dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent who does not request an open hears; 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

ORS 192.660(2)(b) No discussion held

ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member or individual agent

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.

Following the discussion, Judge Crawford adjourned the Court out of Executive Session and into Open Session, inviting any members of the public back into the meeting room. No decisions were made during the executive session, or after. Additional updates will be presented at a future meeting.

Additional discussion regarding the proposed purchase of property adjacent to the new jail site. There has been no reply to the County's offer.

Discussion regarding the purchase of shelving for the new jail. The County has previously voted to raise the threshold for direct awards for the jail project to \$10,000.00. If the costs for the jail exceeds that, because this is a prevailing wage project, it will likely require either the Construction Manager/General Contractor (Kirby Nagelhout Construction Co.) to undertake the procurement, or an RFP from the County, or possibly an intermediate procurement.

There being no further discussion, the meeting was adjourned.

Approved EB

Open Session

Mr. Blaine announced for the Record that the County Court did not consider any matter under ORS 192.660(2)(b), and with those discussed, there were only updates requiring no decisions to be made.

Mr. Wilson announced that he has received earnest money on a sale. He will review the documentation and present it to the Court for signatures.

Commissioner Barney discussed the purchase of shelving from U-Line as a Sole Source, with cost at \$19,000. Mr. Wilson explained that prevailing wage projects are part of larger projects, part of the original RFP, or if the procurement is under \$50,000. Commissioner Barney said it is in the contract. There was a motion that raised purchase approval to \$10,000. Mr. Blaine said that for a \$19,000 purchase, get three prices quotes that would be the best value for the County. There would need to be findings for sole source.

There being no further business before the Court, Judge Crawford adjourned the meeting.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson
Crook County Court Secretary.

BEFORE THE COUNTY COURT OF CROOK COUNTY, OREGON

In the matter of appointments
To the Crook County Boards
And Committees

Order 2020-05

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

WHEREAS, information provided in the interests of attracting the widest possible field of volunteers, and

WHEREAS, worthy citizens of Crook County responded to said advertising and presented themselves as candidates for appointment, and

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the various boards and commissions which have vacancies requiring appointments, and

NOW THEREFORE BE IT ORDERED that the County Court makes the following appointments to county boards and commissions,

<i>Board</i>	<i>Appointee</i>	<i>Term</i>	<i>Oath?</i>
Bowman Museum Position #1	Beverly Moltzau	3 years Term expires 12-31-2022	No
Budget Committee Position #2	Galan Carter	3 years Term expires 12-31-2022	Yes
NRAC Advisory Board	Steve McGuire	4 years Term expires 12-31-2023	No
NRAC Advisory Board	Frank Porfily	4 years Term expires 12-31-2023	No
NRAC Advisory Board	Lynne Breese	4 years Term expires 12-31-2023	No
Crook County Fair Board Position #3	Mike Kasberger	3 years Term expires 12-31-2022	Yes

APPROVED THIS 5th day of FEBRUARY, 2020

Seth Crawford, County Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-
APPOINTED BOARD OR COMMITTEE**

Position applied for Budget Committee Member

Name: Galan Carter

Address: 8800 SW Desert Sage Ln
Powell Butte, OR 97753

Preferred Phone: 541-213-9256

Fax (if available): _____ email: galan.carter@yahoo.com

Please list any relevant experience you may have that would make you effective in the position: (Continue on reverse or attach additional sheets if necessary)

- 4 years experience in Banking/Lending.
- 2 years experience as a Financial Analyst for the Commercial Lending team.
- 2 years experience working as a Project Manager for a pavement maintenance contractor dealing primarily with government projects.
- Business Admin degree at Eastern Oregon University currently in progress.

Why do you wish to serve in this position? (Continue on reverse or attach additional sheets if necessary)

See attached Letter of Interest.

Return completed form to County Administration, Room 10, Courthouse, 300 NE Third St., Prineville, OR 97754; A letter of interest may be submitted in lieu of this form.

Galan Carter

8800 SW Desert Sage Ln.

Powell Butte, OR 97753

Cell: (541) 213-9256

galan.carter@yahoo.com

January 5th, 2020

Crook County Court
300 NE 3rd St, Rm. 10
Prineville, OR 97754

Dear Mr. Crawford and fellow members of the Court,

I am writing you today as I wish to be considered a candidate for the Crook County Budget Committee. My interest in serving in this position stems from my desire to serve the community in which I live in the most impactful way possible. I currently work full time as a Credit Analyst for Summit Bank in Bend, a local bank which focuses on deploying local money into the local economy. I also serve as the Rural Outreach Chair for the Leadership Board of the Ronald McDonald House of Central Oregon to connect the communities served by the Ronald McDonald House of Central Oregon with this invaluable resource.

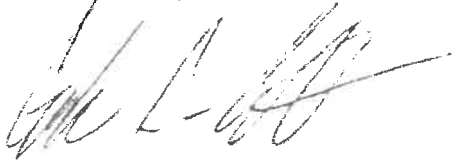
I whole-heartedly believe in the mission of both of these organizations, but I wish to take this a step further in my personal life and serve the community in a deeper, more direct way. I wish to move beyond serving from a distance and begin serving face-to-face with my time and my knowledge.

As a credit analyst for the commercial lending team, my job requires me to analyze and report on business financial statements on a daily basis. My level of understanding of financials and budgets grows every day and I believe makes me a suitable candidate for this position. I also have past experience working as a project manager for a pavement maintenance contractor where I worked primarily on government jobs (municipal, state and federal). During my tenure in this position, I was exposed to the process of public projects going to bid, the planning involved as well as other aspects of the process.

Overall, I believe that my experience and my knowledge would allow me to serve in an effective and impactful manner with Crook County. I would like to thank you in advance for your consideration and look forward to hearing from you. I can be reached by phone at 541-213-9256 or by email at galan.carter@yahoo.com.

Sincerely,

Galan Carter

A handwritten signature in dark ink, appearing to read 'Galan Carter', with a stylized flourish at the end.

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-
APPOINTED BOARD OR COMMITTEE**

Position applied for FAIR BOARD

Name: MICHAEL S KASBERGER

Address: 335 NE LAKEFRONT CAMP
PRINEVILLE, OR. 97754

Preferred Phone: (541) 480-8839

Fax (if available): _____ email: MKASBERGER@CITYOFPRINEVILLE.COM

Please list any relevant experience you may have that would make you effective in the position: (Continue on reverse or attach additional sheets if necessary)

- 4-H MEMBER FOR 9 YEARS.
- BOARD MEMBER FOR CHUCKED RIVER WATER SITED COUNCIL
- BOARD MEMBER FOR CROOK COUNTY WOOD MANAGEMENT
- MANAGER OCHOCO IRRIGATION DISTRICT
- ASSISTANT CITY ENGINEER

Why do you wish to serve in this position? (Continue on reverse or attach additional sheets if necessary)

I BENEFITED FROM THE 4-H EXPERIENCE FOR
MOST OF MY YOUTH. I FEEL IT IS TIME ^{FOR ME} TO
GIVE BACK, SO OUR YOUTH CAN CONTINUE TO
BENEFIT FROM THE PROGRAM.

Return completed form to County Administration, Room 10, Courthouse, 300 NE Third St., Prineville, OR 97754; A letter of interest may be submitted in lieu of this form.

January 28, 2020

To: Crook County Court

From: Gail Merritt, Chairperson
Crook County Fair Board

Subject: Board Member

Gentlemen:

The Crook County Fair Board met on January 27, 2020 and interviewed two candidates for the open position. The board unanimously voted in favor of Mr. Kasberger.

The board recommends Michael Kasberger for the position on the Crook County Fair Board.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Gail Merritt".

Gail Merritt
Chairperson

Crook County Legal Counsel

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



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: January 22, 2020

RE: *5th Amendment to IGA 159162 re Financing of Mental Health*
Our File No.: MH 36

Although it was only signed and returned to Crook County in late summer 2019, the Community Mental Health Program funding agreement has already been amended four times. Attached is a proposed Fifth Amendment.

If approved, this Amendment would eliminate funding for Service Element #63, "Peer Delivered Services." Specifically, it would reduce the funding down to zero from \$1,560.74 for fiscal year 2019-20, and from \$7,280.37 for fiscal year 2020-21. There was no explanation provided for this funding cut.

The County's CMHP Director advises that this Amendment is not alarming, and is merely OHA moving funds around among the Service Elements. I have reviewed the Amendment for legal sufficiency and have no other concerns.

***Please place this memo and the attached document(s)
on the Wednesday, February 5, 2020 County Court
Agenda as a CONSENT ITEM, for approval and
signatures.***

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**FIFTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #159162**

This Fifth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Crook County

By:

_____	Seth Crawford	County Judge	Feb. 5, 2020
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Carmen Armendariz on December 16, 2019; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C

Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: A0036

CONTRACT#: 159162

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND CODE	CMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2019-2020												
63	420	CROOK CO.	7/1/2019 - 6/30/2020	0 /NA	\$0.00	-92,912.00	\$0.00	A	1	Y		
63	420	CROOK CO.	7/1/2019 - 6/30/2020	0 /NA	\$0.00	-96,698.00	\$0.00	A	1	Y		
63	520	CROOK CO.	7/1/2019 - 6/30/2020	0 /NA	\$0.00	-94,950.74	\$0.00	A	1	Y		
63	STD	CROOK CO.	7/1/2019 - 6/30/2020	0 /NA	\$0.00	\$14,560.74	\$0.00	A	1	Y		
TOTAL FOR SE# 63						\$0.00	\$0.00					
TOTAL FOR 2019-2020						\$0.00	\$0.00					
FISCAL YEAR: 2020-2021												
63	420	CROOK CO.	7/1/2020 - 12/31/2020	0 /NA	\$0.00	-91,456.00	\$0.00	A	1	Y		
63	420	CROOK CO.	7/1/2020 - 12/31/2020	0 /NA	\$0.00	-93,349.00	\$0.00	A	1	Y		
63	520	CROOK CO.	7/1/2020 - 12/31/2020	0 /NA	\$0.00	-92,475.37	\$0.00	A	1	Y		
63	STD	CROOK CO.	7/1/2020 - 12/31/2020	0 /NA	\$0.00	\$7,280.37	\$0.00	A	1	Y		
TOTAL FOR SE# 63						\$0.00	\$0.00					
TOTAL FOR 2020-2021						\$0.00	\$0.00					
TOTAL FOR A0036						\$0.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 12/06/2019

Contract#: 159162
REF#: 006

REASON FOR FAAA (for information only):

Funds are removed and funds are awarded for A&D 63 Peer Delivered Services.

Crook County Legal Department

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



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: January 28, 2020

RE: Amendment to PacificSource Agreement for CMHP services (Am #4)
Our File No.: Ct Contracts 254(A)

PacificSource, the regional Coordinated Care Organization, has proposed the attached 41-page contract amendment to its Community Mental Health Funding Agreement with Crook County. Although it is not labeled as "Amendment 4," this is the fourth amendment to the 2018 version of the CCO CMHP agreement.

The agreement describes how patients within the PacificSource CCO system will be treated by the local CMHP, and how that CMHP can bill (and be paid) by PacificSource. One of the most important changes from the current version of the agreement is that Crook County's per-patient reimbursement rate (the "capitation" payment) has been increased to match that of Jefferson County's rate. The new compensation rate is \$12.15, an increase from the current rate of \$8.80.

PacificSource has previously announced that they feel that, under the requirements of their CCO agreement with the Oregon Health Authority, that they are compelled to execute these CCO contracts directly with the entities which provide the CMHP services (rather than the counties which have been placed in the role of CMHP oversight.) This document would be an agreement between PacificSource and the three central Oregon counties, but we have been told to expect that PacificSource will want to change this arrangement in the near future.

You will note that the charts listed on pages 18 and 20 of the agreement are blank – this was intentional on the part of PacificSource. Those charts discuss the meeting of certain (as of yet undefined) deliverables, and the reimbursement rates that would be owed to the CMHP. PacificSource intends to host a meeting of the regional CMHPs in March, to work on a mutually acceptable resolution which can then be added into the agreement by way of a new amendment.

Some important issues related to this fourth amendment are:

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- The duration of the agreement is altered, though the effect will be limited. The current version states that the agreement will automatically renew for an additional 1-year term unless a party terminates its participation. This new amendment would modify the duration such that it will continue until December 31, 2020, and “Thereafter, this Agreement shall: (1) automatically renew on existing terms, provided that the parties to this Agreement employ timely and good faith efforts to reach agreement on a successor Agreement to become effective on January 1, 2021, or (2) will be amended or terminated, as per this Agreement.” This paragraph requires the parties to attempt to negotiate a “successor Agreement,” but does not necessarily require the parties to agree preemptively to any specific terms.
- The fourth amendment also incorporates a variety of extraneous documents, such as the “Oregon Best Practice Guide” for implementation of the System of Care Wraparound Initiative (SOCWI); and the Centers for Medicare Services (CMS) guidelines regarding Mental Health Parity.
- Section 6.11 is a provision we have only seen in contracts with PacificSource, and I’ve never been comfortable with it. Under normal contract law, if one party breaches an obligation of the contract, and that breach is “material” (meaning that it is not insignificant), then the other party has grounds for recourse. Non-material breaches are, by definition, not significant enough to merit such responses. This paragraph allows PacificSource, in its sole discretion, to determine that a non-material breach by the County can be treated as a material breach. It states that, “If [PacificSource] determines CMHP’s performance is deficient for any reason, but that such deficiency does not constitute a Material Breach of the terms of this Agreement,” that it can impose a corrective action plan upon the County. The County thereafter has 30 days to resolve the matter “to [PacificSource’s] satisfaction. Failure to resolve the [corrective action plan] shall constitute a Material Breach by CMHP, and [PacificSource] may terminate this Agreement immediately.” In short, this paragraph allows PacificSource to determine solely that something the County did is not quite right, and even if that something does not amount to a significant failure, it allows PacificSource to treat the insignificant failure as a justification to terminate the Agreement for a material breach. The County has accepted this provision in other agreements with PacificSource before, including in the current version of this contract. However, if PacificSource ever attempts to use this section 6.11, the County must be prepared to defend itself vigorously.
- The amendment includes a new requirement that neither the County nor the CMHP can have more stringent review or preauthorization criteria for the treatment of substance abuse or behavioral health disorders than they have for the review/ preauthorization for surgical or medical treatments.
- This amendment creates a complicated method to manage “settlement” of the entire CCO agreement budget. This is a process by which the fees paid in response to services may be changed, or upheld, after a review of paid medical expenditures is compared to the current project budget. The agreement

describes how any surpluses would be distributed, and how any deficits would be addressed.

- The agreement includes a one-sided indemnification agreement, whereby the counties indemnify PacificSource for any harm that arise due to the individual CMHP or county's conduct. However, PacificSource does not extend the same indemnify to the counties for harm that may arise due to their conduct. The counties all agreed to such a one-sided indemnification in the 2018 agreement.
- Although the parties include PacificSource Community Solutions (based in Bend) and three central Oregon counties, the venue for any litigation is the courts of Marion or Multnomah counties, or the appropriate federal district court divisions that encompass those areas, rather than a court in the central Oregon area.
- A new provision requires the counties to subrogate any and all claims they have or may have against manufacturers, suppliers, or other providers in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, or other products. This paragraph would apply to circumstances like, say, the tobacco litigation of the early 2000's. If the counties could prove harm that they suffered as a result of a manufacturer's or marketer's wrongful conduct, the counties would give up their right to pursue damages. Instead, the State would be able to pursue the claims of the counties, and if it prevailed, keep any damages for itself with no duty to share with the counties or spend any funds within the counties.

Rick Treleaven has reviewed the terms of the fourth amendment and, while he agrees it is not without flaws, recommends approval as soon as possible.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, February 5, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.



AMENDMENT TO

PacificSource / Central Oregon Community Mental Health Programs

COMMUNITY MENTAL HEALTH PROGRAM AGREEMENT

Effective 02/1/2020 the Community Mental Health Program Agreement between PacificSource Community Solutions and Central Oregon Community Mental Health Programs is amended as follows:

- I. **Exhibit 1 – Statement of Work** dated effective 03/01/2019 shall be replaced with **Amended Exhibit 1 - Statement of Work** dated effective 02/01/2020.
- II. **Exhibit 2 – Administrative Responsibilities** dated effective 03/01/2019 shall be replaced with **Amended Exhibit 2 - Administrative Responsibilities** dated effective 02/01/2020.
- III. **Exhibit 3 – Performance Measures** dated effective 03/01/2019 shall be replaced with **Amended Exhibit 3 – Central Oregon Risk/Incentive Model** for 2020
- IV. **Exhibit 4 – Required Federal Terms and Conditions** dated effective 03/01/2019 shall be replaced with **Amended Exhibit 4 - Required Federal Terms and Conditions** for 2020.
- V. **Exhibit 5 – CCO Fee-for-service and Capitation for Behavioral Health Services** dated 03/01/2019 shall be replaced with **Amended Exhibit 5 CCO - Fee-for-service and Capitation for Behavioral Health** dated effective 02/01/2020
- VI. **Exhibit 6 – Oregon Health Plan (Oregon Health Authority) Contractual Requirements** shall be added for 2020.

Except for the changes described herein, the Community Mental Health Program Agreement between PacificSource Community Solutions and Central Oregon Community Mental Health Programs remains unchanged, excepting Section 6 which is amended as follows:

6. **Term and Termination.** The term of this Agreement shall begin on February 1, 2020 and shall continue through December 31, 2020. Thereafter, this Agreement shall: (1) automatically renew on existing terms, provided that the parties to this Agreement employ timely and good faith efforts to reach agreement on a successor Agreement to become effective on January 1, 2021, or (2) will be amended or terminated, as per this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

PACIFICSOURCE COMMUNITY SOLUTIONS

DESCHUTES COUNTY HEALTH SERVICES

By: _____
PETER MCGARRY

By: _____
PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

PHILIP G. HENDERSON, COMMISSIONER

Title: VP PROVIDER NETWORK

Title: BOARD OF DESCHUTES COUNTY
COMMISSIONERS

Date: _____

Date: _____

Address: PO Box 7469
Bend, OR 97701

Address: 2577 NE Courtney Drive
Bend, OR 97701

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

By: _____

Name: WAYNE FORDING

Name: KELLY SIMMELINK

Title: COMMISSIONER

Title: COMMISSIONER

Date: _____

Date: _____

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: MAE HUSTON

Title: COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By: _____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: SETH CRAWFORD

Title: COUNTY JUDGE

Date: 2/5/2020

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: BRIAN BARNEY

Title: COUNTY COMMISSIONER

Date: 2/5/2020

PACIFICSOURCE COMMUNITY SOLUTIONS

By: _____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: JERRY BRUMMER

Title: COUNTY COMMISSIONER

Date: 2/5/2020



Exhibit 1
Statement of Work: Behavioral Health Service Delivery
Community Mental Health Programs of Central Oregon
Effective 02/01/2020

Health Plan and CMHPs will collaborate to complete a behavioral health system needs assessment and improvement plan for the Central Oregon program area, including identification of funding to implement system improvements.

Health Plan and CMHPs will collaborate to create a structure and system of regular communication to address issues critical to the behavioral health system including contract performance, fiscal position, behavioral health system planning, maintenance, and development.

CMHPs shall meet the National Standards for Culturally and Linguistically Appropriate Services (CLAS) by providing effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. CMHPs shall ensure Members have access to appropriate services and supports targeting children, adolescents, and adults with behavioral health needs. In addition, CMHPs shall ensure services and supports provided to Members living with disabilities promote self-determination, community inclusion, and removal of barriers preventing Members from enjoying a meaningful life and the benefits of community involvement and citizen rights guaranteed by law.

All services and supports shall be rendered in the most integrated community-based settings possible, consistent with the Member's choice, so as to minimize the use of institutional care. All services and supports shall be in accordance with all applicable state and federal requirements.

Members or their Member Representative(s) have the right to self-refer to any panel provider for routine outpatient Substance Use Disorder (SUD) and/or Mental Health services. Services delivered by paneled provider other than CMHPs or Primary Care Clinic are subject to Health Plan's prior authorization program requirements as defined in Health Plan Provider Manual applicable to Medicaid.

Health Plan and CMHPs will collaborate in the development of the Behavioral Health system that includes:

- Participating Behavioral Health providers (panel) contracting
- Health Plan provider panel and utilization oversight including roles and responsibilities of Health Plan and CMHPs
- Population, quality of care, metrics, and other system considerations

1. The following services are covered under this Agreement:

- 1.1. Outpatient Substance Use Disorder Services (ASAM Level 1);
- 1.2. Intensive Outpatient Substance Use Disorder Services (ASAM Level 2.1);
- 1.3. Supported employment;

- 1.4. Assertive Community Treatment;
- 1.5. Intensive Care Coordination (ICC)
- 1.6. Fidelity provision of System of Care Wraparound Initiative
- 1.7. Early Assessment and Support Alliance (EASA);
- 1.8. Young Adults in Transition.
- 1.9. Peer delivered services;
- 1.10. Psychiatric Day Treatment Services.
- 1.11. 24/7 Crisis Services shall be provided by CHMPs for Members;
- 1.12. Inpatient Psychiatric Hospital;
- 1.13. Psychiatric Residential Treatment Services (PRTS);
- 1.14. Subacute Treatment Services.

2. Child, Family and Young Adult Service Array

- 2.1. CMHPs shall maintain an intensive and flexible service continuum for children and youth who are at risk of placement disruption, school failure, criminal involvement, homelessness or other undesirable outcomes due to a mental health disorder.
- 2.2. CMHPs shall adopt policies and guidelines for recommending admission into Psychiatric Residential Treatment Services (PRTS), Psychiatric Day Treatment Services (PDTs) and/or intensive outpatient services. CMHPs shall notify Health Plan's behavioral health team of recommendation within one (1) business day. The recommendation will be reviewed by Health Plan within seven (7) business days. If the recommendation results in a change or denial of services, CMHPs will issue a Notice of Adverse Benefits Action to the Member, in accordance with this Agreement, and the OHA guidelines. If Health Plan denies a covered service, a medically appropriate plan of care must be developed to address the behavioral health needs of the Member.
- 2.3. CMHPs shall provide covered services that are convenient to the youth and family and of sufficient frequency, duration, location, and type. Services should be expected to alleviate crisis while allowing for the development of natural supports, skill development, normative activities, and therapeutic resolution to mental health disorders and environmental conditions that may impact the remediation of a mental health disorder.
- 2.4. CMHPs shall ensure the availability of service, supports or alternatives twenty-four (24) hours a day/ seven (7) days a week to remediate a mental health crisis in a setting other than a hospital emergency department.
- 2.5. CMHPs shall maintain the availability of family and youth peer supports designed to engage families and young adults.

- 2.6. CMHPs shall arrange for the provision of non-health related services, supports and activities that can be expected to improve a mental health condition.
- 2.7. CHMPs shall coordinate admissions to and discharges from Acute Inpatient Hospital Psychiatric Care and Sub-Acute Care for Members seventeen (17) and under, including Members in the care and custody of Oregon's Child Welfare through a Voluntary Placement Agreement (CF 0499). CMHPs shall also coordinate with such Member's parent or legal guardian and notify Health Plan of admissions and discharges.

3. Child and Youth Mental Health

- 3.1. CMHPs shall develop and implement cost-effective comprehensive, person-centered, individualized, and integrated community-based Child and Youth Mental Health services for Members, using System of Care (SOC) principles. SOC includes a coordinated network of services and supports, utilizing Child and Family Teams and aligning programs to Fidelity standards for specific Member populations. Child and family mental health and substance use services and supports occur within the context of other child and family serving system's care plans and service recommendations. Coordination with child and family serving entities is necessary to ensure quality of care, family and young adult satisfaction and positive outcomes.
- 3.2. CMHPs shall provide intensive care coordination (ICC) that is family and youth-driven, strengths based and culturally and linguistically appropriate. Intensive care coordination will be continuous throughout programs and levels of care for the highest need, most vulnerable children as they transition in and out of intensive community and facility based programming. CMHPs shall ensure intensive care coordination is offered, at a minimum, for members seventeen (17) and younger for any of the following situations:
 - Children and youth engaged in mental health services that have two (2) or more placement disruptions due to emotional and/or behavioral precipitators in less than one (1) year.
 - Children and youth placed in a correctional facility solely for the purpose of stabilizing a mental health condition.
 - Children and youth placed out of the CCO catchment area in Behavior Rehabilitation Services programs under the jurisdiction of child welfare.
 - Children and youth, known to be receiving or to have received care in an Emergency Department, or admission to Acute Inpatient Psychiatric Care and/or Sub-Acute care or upon discharge from such care.

4. System of Care Wraparound Initiative

Health Plan delegates to CMHPs the requirements related to the System of Care Wraparound Initiative (SOCWI) for children stated in its Coordinated Care Organization Contract with the Oregon Health Authority. SOCWI services shall be provided to Members in accord with the most recent version of the SOCWI guidance document published by the OHA and publicly available at the time of service provision. CMHPs shall provide SOCWI services to not less than forty three (43) Members per month. CMHPs shall ensure SOCWI Care Coordination is provided for Members seventeen (17) and younger for any of the following situations:

- Placement in Secure Adolescent Inpatient Program (SAIP) or Secure Children's Inpatient Program (SCIP).

- Psychiatric Residential Treatment Services (PRTS) or the Commercial Sexually Exploited Children's residential program funded by OHA.
 - Children meeting local/regional System of Care Wraparound Initiative entry criteria.
 - CMHPs shall ensure subcontractors (Day Treatment, PRTS, SAIP and SCIP providers) have an understanding of SOCWI values and principles and the subcontractor's role within the Child and Family Team. CMHPs shall ensure subcontractors collaborate and participate in the SOCWI process.
- 4.1. CMHPs shall ensure that the ratio of Wraparound care coordinators to families served is no greater than 1:15.
 - 4.2. CMHPs shall ensure that the SOCWI program is implemented with Fidelity in accordance with the core values and principles identified in ORS 418.977 (2017 Edition). CMHPs will participate in measuring whether Wraparound is being implemented to Fidelity, and will at a minimum, assess (1) adherence to the core values and principles of SOCWI described in the most current ORS, (2) whether the basic activities of facilitating the process are occurring, and (3) supports at the organizational and system level.
 - 4.3. CMHPs shall ensure that SOCWI services include Family Partners and Young Adult Partners, as appropriate. Such individuals must be active participants in the Wraparound process and engage and collaborate with systems alongside the family/youth. CMHPs shall refer to the SOCWI guidance document on expectations for Family Partners and Young Adult Partners.
 - 4.4. CMHPs shall maintain a Wraparound Review Committee which shall review all referrals submitted to the SOCWI program and determine eligibility for entry into the program.
 - 4.5. CMHPs shall provide non-health related services, supports and activities that can be expected to improve a member's mental health condition including flexible funding, within the constraints of Wraparound funding, as defined by the SOCWI guidance document.
 - 4.6. CMHPs shall establish and maintain a SOCWI policy which includes:
 - The services and supports a Child and Family Team can select and which services and supports need prior approval of the Health Plan and the Wraparound Steering Committee; and
 - The process required for the Child and Family Team to obtain approval from the Plan and the Wraparound Steering Committee on services and supports that need approval. Health Plan shall provide written approval process(es) to the CMHPs for any services and supports that require prior approval from the Plan.

CMHPs shall submit revisions to the SOCWI policy to their Wraparound Steering Committee for approval. CMHPs shall submit the SOCWI policy and subsequent revisions to Health Plan for approval. Health Plan will request revisions or approve within thirty (30) days.
 - 4.7. Health Plan and CMHPs shall work with OHA-identified technical assistance entities, as needed, to ensure the implementation and sustainability of SOCWI. CMHPs shall follow guidelines in the Oregon Best Practice Guide, as described at this location: <https://www.pdx.edu/ccf/systems-of-care-wraparound-initiative-socwi>.
 - 4.8. Adherence to the SOCWI model is measured using the Wraparound Fidelity Index and other tools that are part of the Wraparound Fidelity Assessment System (WFAS). Information on Fidelity monitoring tools is available here: <http://depts.washington.edu/wrapeval/content/quality->

assurance-and-fidelity-monitoring. CMHPs shall work with Health Plan-identified technical assistance entities to administer a tool to identify, implement and measure Fidelity of their SOCWI services and supports to ensure that services are consistent with SOCWI values and are culturally relevant as described at this location: <http://www.tapartnership.org/SOC/SOCvalues.php>.

- 4.9. CMHPs shall report on children receiving SOCWI services using the OHA-approved assessment and outcomes tool. CMHPs shall submit the results of this assessment to the Health Plan-approved reporting and analytics service system in order to track outcomes and review progress. Entries shall occur within thirty (30) days of start of service, every ninety (90) days after the initial entry, and upon exit from service. In the event that the Health Plan has not provided a working approved reporting and analytics service system, CMHPs shall maintain information until such time as a working system is available.

5. Child and Adolescent Needs and Strengths Tool (CANS)

The CANS Oregon is a multi-purpose tool developed to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services and supports. CANS Oregon screenings will be provided by staff who have been credentialed by the Praed Foundation for administering the CANS Oregon.

For any member who is a child and meets the requirements listed below, CMHPs shall provide a Child and Adolescent Needs and Strengths Comprehensive Screening (CANS Oregon) and enter data into the OHA approved data portal:

- (a) Within sixty (60) days of notification that a Member is entering foster care or from date of referral from DHS caseworker;
- (b) Within sixty (60) days of notification of the approval of a request for a CANS Oregon and upon DHS caseworker referral;
- (c) For individuals being served through the fidelity Wraparound care planning process CMHPs shall report on the Wraparound enrolled youth as required under OAR 309-019-0326(9). Data shall be submitted to OHA's Child and Family Behavioral Health Unit on specific CANS outcomes for each Wraparound enrolled youth upon entry and every ninety (90) days thereafter, and then upon exit from Wraparound; or
- (d) For members receiving psychiatric day treatment services.

6. Long Term Psychiatric Care (LTPC)

CMHPs shall submit request to Health Plan for LTPC service determination as medically necessary. If the Member does not meet the criteria for LTPC, then CMHPs shall ensure appropriate services as medically necessary for the Member.

7. Non-encounterable Services and System Supports

CMHPs shall provide and report non-encounterable services and system supports. Non-encounterable services and system supports include, but are not limited to travel, prevention, education and outreach, internal case consultation, co-provided services, outreach and engagement, socialization, and psycho-educational services that are not otherwise encounterable.

8. Care Coordination for Covered and Non-Covered Services

In keeping with Oregon's coordinated care model, CMHPs will assure information is provided to the primary care provider of Members served by CMHPs.

Within the laws governing confidentiality, CMHPs shall assist Members who require access to receive Covered Services, or long term care services, or from one or more allied agencies or program components according to the treatment plan. Members receiving services from community panel providers may receive care coordination supports from that provider. Services provided may include establishing pre-commitment service linkages; advocating for treatment needs; and providing assistance in obtaining entitlements based on mental or emotional disability. CMHPs shall arrange and coordinate with all provider types and social service agencies, regardless of inclusion with the Member's Covered Services, on an ongoing basis. Such coordination shall include without limitation all Agency for People with Disabilities facilities in the Service Area, justice system, Department of Human Services, acute care facilities, outpatient behavioral health clinics, primary care clinics, physical health specialty clinics, substance abuse facilities, and any provider or facility in Health Plan's network.

CMHPs shall facilitate ongoing communication and collaboration to meet multiple needs, including facilitating communication between the family, natural supports, community resources, and involved providers and agencies; organizing, facilitating and participating in team meetings; and providing for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services. CMHPs shall also provide coordinated care for the Exceptional Needs Care Coordination population.

CMHPs shall refer Members to behavioral health specialists as Medically Appropriate. CMHPs shall assure members are informed of their right to a second opinion and shall assist any member who makes such a request. CMHPs shall ensure that such outpatient services are provided in the manner outlined in this agreement and any amendments, extension or renewals thereto for these services. CMHPs shall also ensure that such covered behavioral health outpatient services and supports are provided in accordance with any applicable OARs and any revisions thereto.

9. Non-Discrimination

CMHPs shall ensure that all Covered Services are furnished in an amount, duration and scope that is no less than the amount, duration and scope for the same services furnished to patients under Oregon Medicaid and as set forth in 42 CFR §438.210 CMHPs shall also ensure that the Covered Services are sufficient in amount, duration and scope to achieve the purpose for which the services are furnished and include the following:

- 9.1. The prevention, diagnosis, and treatment of behavioral health conditions;
- 9.2. The ability to achieve age-appropriate growth and development; and
- 9.3. The ability to attain, maintain, or regain functional capacity.

10. Cultural Sensitivity

Meet the National Culturally and Linguistically Appropriate Services Standards (including mandatory training) established by the U.S. Department of Health and Human Services by providing effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs and consistent with OAR 410-141-3515.

11. Quality Assurance and Performance Improvement Program

CMHPs will implement a quality assurance and performance measurement program including an annual regional work plan and report. CMHPs will report work plan outcomes on an annual basis to Health Plan. Quality Assurance and Performance Improvement and Transformation and Quality Strategy is further defined in Exhibit 5 – Quality Management.

12. Regional Health Improvement Plan

CMHPs will collaborate with Health Plan, the Central Oregon Health Council, and other stakeholders in completing a Regional Health Assessment (RHA) and a Regional Health Improvement Plan (RHIP), and in carrying out activities to implement the RHIP. CMHPs will collaborate with Health Plan, the Central Oregon Health Council, and other stakeholders to carry out the Transformation and Quality Strategy. For purposes of the RHA, RHIP, or Transformation and Quality Strategy, for reporting to the Central Oregon Health Council or any of its subcommittees, or for reporting to OHA, Health Plan may share CMHPs utilization, membership numbers, and additional performance data.

13. Access Standards

CMHPs shall maintain the following minimum Access Standards. If the performance standards are not met, Health Plan may address as outlined in Section 6.2 of the Agreement.

CMHPs shall meet all applicable OARs regarding access for emergent, urgent, and routine Behavioral Health treatment.

- Emergency Services. Immediately or referred to an emergency department depending on Member's condition and any initial screening results.
- Urgent Services. Within forty-eight (48) hours or as indicated in initial screening in accordance with OAR 410-141-3840 , as amended or superseded.
- Routine Services. Intake assessment within two (2) weeks from the date of the request.

Exhibit 2
Administrative Responsibilities
Community Mental Health Programs of Central Oregon
Effective 02/01/2020

CMHPs shall provide the following administrative services, which are delegated by Health Plan, and for which CMHPs shall develop policies and procedures related to these delegated responsibilities and provide such copies to Health Plan.

1. Encounter Data

CMHPs shall electronically submit accurate and complete encounter data for services provided to Members. CMHPs shall submit encounter data on a regular basis and shall, in all cases, submit encounter data no later than one hundred twenty (120) days after the date of service provided to Member and will have one hundred twenty (120) days following the date of the encounter submission to make any necessary changes.

2. Critical Incidents

CMHPs shall follow Health Plan's relevant written policies and procedures related to critical incidents and shall use Health Plan's reporting template for critical incidents that require Health Plan notification within two (2) business days. **Measures and Outcomes Tracking System Reporting (MOTS)**

CMHPs shall ensure that all its providers of Behavioral Health services, including those for DUII and methadone programs, enroll their Members in the Measures and Outcomes Tracking System, formerly known as CPMS, as specified at <http://www.oregon.gov/oha/amh/mots/Pages/index.aspx>.

3. Third Party Recovery

Medicaid is the payor of last resort to be accessed after any other coverage in effect, including Medicare, has been billed for Covered Services. CMHPs shall bill and collect from liable third party resources prior to using capitated Medicaid funds to cover the cost of services. CMHPs shall maintain records in such a manner as to ensure that all moneys collected from third party resources on behalf of Members are identified and reported to Health Plan.

4. Staff Credentials

CMHPs shall provide to Health Plan the necessary information for its employees and independent contracted staff to be credentialed with Health Plan, consistent with Health Plan policies and requirements. The Health Plan Credentialing Department will put a priority on the processing of credentialing applications received from the CMHPs. In the event the credentialing process is delayed through no fault of the CMHPs, and results in substantial uncompensated services, the CMHPs and the Health Plan will determine the appropriate restitution.

5. Provider Roster

CMHPs shall document and submit a Provider Roster ("Roster") to Health Plan annually by January 17th, 2021 to our Behavioral Health Clinical Quality team and the PacificSource Credentialing Department via ShareFile. The Roster will identify all staff and independent contractors who provide outpatient services to Members under this Agreement. Roster shall document the academic degree, license, certification, and/or qualifications of each employee and subcontractor providing services under this Agreement. If the employee or subcontractor is not required to be licensed or certified, Roster will indicate a designation as CADC, QMHA, QMHP, Mental Health Intern, Interns or PSS. Roster shall also reflect, where applicable, the academic specialty or other applicable evidence of specialized qualifications of such individuals. The roster will be updated annually.

6. Behavioral Health MLR Reporting

Health Plan and CMHPs agree to report monthly and annually on the financial performance of the Behavioral Health services covered under this Agreement using the Exhibit L Financial Supplemental SE spreadsheet that can be accessed at the following link: <https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx> Tabs L-6 and L8 of the spreadsheet are to be completed and uploaded annually to the PacificSource ShareFiles site in the MLR Expense within 60 days of calendar year end.

The Health Plan agrees to provide claims data file for fee-for-service and sub-capitated claims services to CMHPs. Data files will be provided by Health Plan through secure methods within thirty-one (31) days after the calendar month ends. Health Plan shall provide a financial reconciliation report for the calendar year ending December 31st within a reasonable time after year-end.

- i. CMHPs agree to provide quarterly and annual reports as applicable on (a) OHP encounters/billing, (b) OHP non-encounterable services, (c) system supports, (d) OHP funding utilization percentage, and (e) non-OHP funds, "non-billable" services, & system supports. Quarterly reports shall be submitted within sixty (60) days of the end of the quarter. Annual report for the time period ending December 31st shall be submitted within sixty (60) days of the end of the calendar year. Data shall be reported both in aggregate by CMHPs and also reported broken out by the following service elements:

1. Crisis Services
2. Services to Adults
3. Services to Children and Youth (without Wraparound)
4. Wraparound Services
5. SUD Only Treatment Services
6. Other

7. Exclusion Checks

CMHPs will perform criminal background checks for employees at the time of hire. CMHPs will perform a review of the Office of Inspector (OIG) and the General Services Administration (GSA) exclusion lists for employees at the time of hire and monthly thereafter. If an individual is found to be on the referenced lists, the CMHPs will immediately remove the individual from any work related directly or indirectly to

all Federal health care programs, in accordance with 42 CFR 438.602, 42 CFR 410.610 and 42 CFR 455.436.

8.1 Reporting. CMHPs shall provide results of the monthly checks to Health Plan on a quarterly basis and as requested. The results summary shall provide the number of individuals checked and the number of individuals that were found and not found on the lists. Reporting is due no later than twenty (20) business days following the end of the prior month.

Exhibit 3
Central Oregon Risk/Incentive Model
Community Mental Health Programs of Central Oregon
Calendar Year 2020

1.0 RISK/INCENTIVE MODEL

The 2020 Risk/Incentive model agreed upon by Health Plan and CMHPs implemented on February 1, 2020 shall contain the following:

- (A) A construct involving two settlements within the Central Oregon CCO of which the Community Mental Health Programs (CMHPs) are a risk model participant. In the Central Oregon CCO, those settlements shall be for those OHP Members who are assigned to Central Oregon IPA (COIPA), and those OHP Members who are assigned to primary care providers of St. Charles Medical Group (SCMG). COIPA and SCMG are referred to individually as "Settlement Entity" or collectively as "Settlement Entities".
- (B) A Hospital Capitation Payment to St. Charles Health System for certain hospital services in the Central Oregon CCO for both COIPA and SCMG settlements, and for which there is a Hospital Capitation Withhold (HCW) which shall be settled and potentially distributed to CMHPs, COIPA and/or SCMG, and St. Charles Health System and distributed independently of any overall Health Care Budget (HCB) settlement determining a surplus or deficit.
- (C) Capitated and fee-for-service payments to physical health providers.
- (D) Capitated and fee-for-service payments to the CMHPs for services provided as detailed in Exhibit 6. Fee for service payments shall have a Claims Risk Withhold.
- (E) Payment allocations for (B), (C) and (D) above, and a settlement for all overall physical and behavioral/Chemical Dependency (CD) health care expenses as compared to a Health Care Budget to determine potential Claims Risk Withhold and Surplus returns for CMHPs, St. Charles Health System, COIPA, SCMG, and Health Plan.
- (F) A risk model which features Revenue and Expenses for physical health, behavioral health/CD, Alcohol/Drug – Residential, and Behavioral Health – Residential services under OHP, paid by the state of Oregon to Health Plan as a global capitation payment, and not otherwise designated as revenue contingent on innovation grants, including the Breast and Cervical Cancer Program (BCCP) benefit category (as reconciled with the state of Oregon, if necessary), and the exclusion of Revenue and Expenses in the following OHP categories:
 - "Dental Care" premium allocation and expenses.
 - "Non-Emergent Medical Transportation" premium allocation and expenses.
 - Payments to Central Oregon Health Council (COHC), taxes, adjustments and premium transfers.
- (G) Contract terms that are consistent with the Joint Management Agreement (JMA) and JMA budget signed between Health Plan and the COHC which specifies the rules, duties, obligation, limitations on Health Plan margin, "Health Services" allocations, and other obligations and expenses for Health Plan as a CCO for Central Oregon.

- (H) Utilization and Process Metrics which specify the return of any HCW, and Quality Incentive Metrics (QIMs) which specify the return of part of the Surplus and Claims Risk Withhold which may result from health care costs measured against a Health Care Budget.

2.0 COMPENSATION – CAPITATED HOSPITAL SERVICES

- 2.1 **Hospital Capitation Rate (HCR) paid to St. Charles Health System:** The HCR shall be a weighted average of \$117.34 per member, per month (PMPM), which has been calculated for the membership in the month of October 2016, and will fluctuate with membership fluctuations in each Rate Category, consistent with the revenue components listed in Section 1.F. The Hospital Capitation Payment is:

Rate Category	PMPM Capitation rate	Oct. 2016 Membership
Aid to Blind/Disabled & OAA w/ Medicare	\$ 20.47	2,147
Aid to Blind/Disabled & OAA w/o Medicare	\$396.58	1,903
CAF Children	\$ 28.12	680
ACA Ages 19-44	\$ 95.95	11,536
ACA Ages 45-54	\$189.45	3,845
ACA Ages 55-64	\$212.68	3,700
PLM, TANF and CHIP Children age < 1	\$433.15	1,330
PLM, TANF and CHIP Children age 1-5	\$ 26.81	5,336
PLM, TANF and CHIP Children age 6-18	\$ 27.56	12,896
PLM Adults (includes pregnancy)	\$666.04	649
TANF (Adults only)	\$173.47	3,735
BCCP	\$440.77	30

Weighted Average \$117.34

Total Average Membership, Central Oregon CCO 47,787

- 2.2 **Hospital Capitation Withhold (HCW):** The Hospital Capitation Payment will have a twelve percent (12%) Hospital Capitation Withhold.
- 2.3 **Hospital Capitation Services:** The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via the Hospital Capitation Payment paid to St. Charles Health System for services provided at St. Charles Medical Center – Bend, St. Charles Medical Center – Redmond, St. Charles Medical Center – Prineville, and St. Charles Medical Center – Madras:
- Hospital Inpatient Services, including swing beds and rehabilitation.
 - Hospital Outpatient Services, including therapies.
 - Home Health/Hospice Services billed by St. Charles Medical Center or its owned entities.

Both parties acknowledge the Hospital Capitation Payment is not intended to include reimbursement for behavioral health services funded via behavioral health/CD Residential or other OHP revenue. In the event of a duplicate payment to St. Charles Health System for such services paid under the Hospital Capitation Payment, Health Plan will present such information to CMHPs and St. Charles Health System and adjust for such duplicate payment.

3.0 PREMIUM ALLOCATION.

Health Plan and CMHPs understand and acknowledge the following allocation of premium in order to implement the compensation and risk incentive structure for the COIPA or SCMG settlement:

3.1 Definitions. Estimated Earned Net Premium Revenue. Estimated Earned Net Premium Revenue shall consist of those global capitation payments (including adjustments and reconciliations with the state of Oregon) received by Health Plan from the State of Oregon for Members assigned to a Settlement Entity's Primary Care Providers for health services under OHP, less premium allocations and/or payments for services in Section 1,F, which include: Dental Care premium allocation, Non-Emergent Medical Transportation premium allocation, payments to COHC, taxes, adjustments, premium transfers, innovation grant revenue and some portion of QIM withhold retained per agreement with the COHC.

3.2 Allocation of Estimated Earned Net Premium Revenue.

After the application of HRA/QDP/GME/MCO/Provider taxes, ACA taxes, OHA-required qualified directed pass-through payments, Health Plan Income Taxes for Medicaid, a payment to fund the COHC in the amount of one percent (1%) of gross premium (not counting pass-through funds), premium transfers for Dual Eligible Medicare premium and excluding: Dental Care premium allocation to DCOs, Non-Emergent Medical Transportation premium allocation, innovation grant revenue, OHA-required Hepatitis C reconciliation adjustments with the OHA/state of Oregon as necessary, and QIM withhold retained per agreement with the COHC, the remaining Estimated Earned Net Premium Revenue will be allocated as follows for OHP Members assigned to primary care providers of a Settlement Entity:

3.2.1 Administration. Eight and seventy hundredths percent (8.70%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to Health Plan for administration.

3.2.2 Amounts Allocated to Health Care Budget (HCB). Ninety-one and thirty hundredths percent (91.30%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to the Health Care Budget.

4.0 ALLOCATIONS AND DISBURSEMENT

4.0 Computation of Budget Expenses.

All claims expenses (including Claims Risk Withhold), PMPM fees (including credentialing and any CPC+ expenses), reinsurance/stop loss premium expenses (less recoveries), Pharmacy Expenses (less rebates), Hospital Capitation Payments (including HCW), PCP Capitation Expense, subrogation adjustments, premium/MCO taxes, coinsurance expenses, out-of-area expenses, ancillary expenses, behavioral health/Chemical Dependency (CD) expenses paid to CMHPs, St. Charles Health System and other panel providers, Alcohol/Drug Residential expenses, Behavioral Health – Residential expenses, Health Services and other expenses iterated in the Joint Management Agreement (JMA) and JMA

budget between Health Plan and the COHC, and any Bridges Health cost allocations shall be charged to the Health Care Budget based on the day services were actually rendered with the exception of Late Claims, as defined in Section 5 below, which shall be charged to the next year's applicable budget.

4.1 Disposition of Late Claims.

Late Claims are those claims received, processed, and paid later than four months (120 days) after the close of the contract period. Late Claims will be attributed to the next year's applicable budget.

5.0 SETTLEMENT PARAMETERS.

5.0 Settlement Parameters for OHP Members

The following settlement parameters for this Section pertain for OHP members assigned to a Settlement Entity's primary care providers. CMHP's agree to abide by the terms of the agreements between Health Plan and non-Settlement Entities should CMHPs provide care to any OHP Members assigned to primary care providers of any non-Settlement Entities.

5.1 Time Period.

Annual Claims Risk Withhold and Hospital Capitation Withhold settlement reports will occur for the 2020 calendar year four months (120 days) after the close of the contract period ending December 31st. Any charges/credits to the applicable budgets that have occurred since the settlement of the previous contract period are accounted for in the settlement of the current period.

5.2 Claims Risk Withhold Settlement Summary.

Health Plan shall be responsible for computing, documenting, and reporting to CMHPs an annual Claims Risk Withhold settlement summary. This report shall be submitted to CMHPs approximately five months (151 days) after year-end.

5.3 Settlement Sequence – First Settlement (Hospital Capitation Withhold)

There will be two (2) independent settlements. The first settlement will be the settlement of the Hospital Capitation Withhold (HCW) for OHP Members assigned to primary care providers of a Settlement Entity.

5.3.1 Allocation. The HCW of twelve percent (12%) of the Hospital Capitation Payment as allocated for the members assigned to primary care providers of Settlement Entity will be held by Health Plan until the time of settlement, consistent with the settlement timing of the Claims Risk Withhold. This HCW as allocated for the OHP Members assigned to primary care providers of Settlement Entity can be earned by the following parties in the following proportions:

- | | |
|-----------------------------|--------------|
| • COIPA or SCMG | 49.0% of HCW |
| • St. Charles Health System | 49.0% of HCW |
| • CMHPs | 2.0% of HCW |

HCW Settlement. HCW for OHP Members assigned to primary care providers of Settlement Entity will be awarded upon the meeting of performance goals in utilization and process areas as follows and as updated for automatic changes in calendar years or Oregon Health Authority benchmarks changes, or as changed via amendment:

	Purpose	Type	% of \$ Pool	Reported by	Description	Target / Deliverables
1	HCW return	TBD				
2	HCW return	TBD				
3	HCW return	TBD				
4	HCW return	TBD				
5	HCW return	TBD				
6	HCW return	TBD				

**St Charles Hospital Performance OUTCOME Measures:
Report Submission Due Dates**

Reports* submitted *by* St Charles to PacificSource.

<u>Report Start Date</u>	<u>Report End Date</u>	<u>Report Due Date</u>	<u># Reports Due</u>

*St. Charles is responsible for providing monthly updates to PacificSource and CMHPs for any metrics that are measured by St. Charles.

**Incentives to any substance abuse providers are acknowledged to comply with state and federal regulations and laws, are not intended to induce referrals, and are consistent with licensure and certification requirements of OAR 410-141-3110.

Reports and documentation mentioned above must be submitted via email to PacificSource by 11:59PM PST of the date specified listed in each measure (above) to the following recipients:

Peter.McGarry@pacificsource.com
Alison.Little@pacificsource.com
Analytics@pacificsource.com

Reports and documentation submitted must use *secure* methods when appropriate to protect PHI.

Rates provided in reports from St. Charles will be included in monthly Risk Reports distributed by PacificSource.

5.3.3 HCW for St. Charles Health System. HCW return for St. Charles Health System, per Section 7.4.1 above, shall be determined based on the terms in the agreement between Health Plan and St. Charles Health System, including any early, interim settlements.

5.3.4 Unearned HCW

Any HCW not paid to CMHPs shall be considered Unearned HCW. Unearned HCW shall be allocated in the following manner:

- 1st Used to offset any Deficits for any Settlement Entity's Central Oregon CCO HCB settlement, after the application of its own Claims Risk Withhold and its own Unearned HCW.
- 2nd Any remaining Unearned HCW will contribute to Health Plan margin, consistent with limitations in the Joint Management Agreement (JMA) between Health Plan and the COHC.
- 3rd Any remaining Unearned HCW will be treated as shared savings under the terms of the JMA.

5.5 Settlement Sequence – Second Settlement (Health Care Budget, (HCB))

After completion of the HCW settlement, the Health Care Budget shall be settled.

5.5.1 The HCB is established as the budget for the following health care expenses for those OHP Members assigned to primary care providers of a Settlement Entity: Hospital Capitation Payments (including HCW), primary care Capitation payments, claims expenses for professional services (including Claims Risk Withhold), Pharmacy expenses (less rebates), out-of-area expenses, PMPM fees, ancillary services, reinsurance premium (less recovery amounts), premium/MCO taxes, coinsurance expense, subrogation adjustments, behavioral health/Chemical Dependency (CD) expenses paid to CMHPs, St. Charles Health System and other panel providers, Alcohol/Drug – Residential expenses, Behavioral Health-residential expenses, and Health Services and other expenses iterated in the JMA and JMA budget between Health Plan and COHC, as well as any Bridges Health cost allocations.

5.6 Budget Surplus or Deficit.

For the contract period for the experience of OHP Members assigned to primary care providers of Settlement Entity, the HCB will be compared to actual expenses incurred per Section 5.5 to determine whether a Surplus or Deficit exists.

5.6.1 **Surplus.** If the total value of total covered claims and expenses, including HCW and Claims Risk Withhold, is less than the HCB, a Surplus exists. Surplus will be limited to seventy percent (70%) of the Surplus amount for 2020, with any increase beyond this amount contingent on a review of the one percent (1%) of gross premium allocated to COHC for community reinvestment. In the event of a Surplus, Claims Risk Withhold and Surplus amounts will be returned based on the below contingencies by approximately August 30 following the contract year. Surplus amounts may be offset against amounts owed to Health Plan, if amounts owed are not otherwise paid to Health Plan. Surplus amounts are additionally determined according to the following:

Surplus and Claims Risk Withhold Contingent on Quality. One hundred percent (100%) of the Surplus and Claims Risk Withhold will be contingent on quality performance.

Fifty percent (50%) of the Surplus will be earnable by Settlement Entity, forty percent (40%) of the Surplus will be earnable by St. Charles Health System, and ten percent (10%) of the Surplus will be earnable by the CMHPs and allocated proportionate to CMHP-represented county populations of OHP Members. Surplus and Claims Risk Withhold are paid contingent on the performance of the below Quality Incentive Metrics (QIMs), the majority of which are established and measured by the state of Oregon for the entire Central Oregon CCO, which are based on the final target setting for the Central Oregon CCO by OHA, and will be awarded based on such state of Oregon measurement and state of Oregon final payment. Any other QIM not established by the state of Oregon is an alternative metric and indicated with a (*), and is designed and measured by Health Plan. The following QIMs will be used:

#	Purpose	Type	% of \$ Pool	Description	Target / Deliverables
1	TBD				
2	TBD				
3	TBD				
4	TBD				
5	TBD				
6	TBD				
7	TBD				
Reports and documentation mentioned above must be submitted via email to PacificSource by 11:59PM PST of the date specified listed in each measure (above) to the following recipients: Peter.Mcgarry@pacificsource.com Alison.Little@pacificsource.com Analytics@pacificsource.com ecqmreporting@pacificsource.com					
Reports and documentation submitted must use <i>secure</i> methods when appropriate to protect PHI.					

5.6.2 Unearned Surplus and Claims Risk Withhold Contingent On Quality

Any Unearned Quality Surplus and Claims Risk Withhold shall be allocated in the following manner:

- 1st Used to offset any deficits for the other Settlement Entity's settlement, only after application of (a) Settlement Entity's own Claims Risk Withhold, and then (b) the other Settlement Entity's own Unearned HCW.
- 2nd Used to contribute to Health Plan margin, consistent with the limitation in the Joint Management Agreement (JMA) between Health Plan and the COHC.
- 3rd Any remaining Unearned Surplus Contingent On Quality will be treated as shared savings under the terms of the JMA.

5.6.3 Deficit. If the value of total covered claims and expenses, including HCW and Claims Risk Withhold, is more than the Health Care Budget, a Deficit exists, and any and all Claims Risk Withhold will be used to satisfy the Deficit at an equal percentage from all providers. If any Claims Risk Withhold remains upon the Deficit being reduced to zero dollars (\$0.00), it will be returned to CMHPs contingent on the performance of the quality metrics in Section 7.6.

5.6.4 Limited Liability for CMHPs. If the Deficit of the HCB exceeds the amount of total Claims Risk Withhold, no further amounts will be payable from CMHPs to reduce the Deficit beyond any unearned amounts.

6.0 GENERAL PROVISIONS.

6.1 **Defined Terms.**

Any terms not otherwise defined herein shall have the meaning set forth in the Community Mental Health Program Agreement.

6.2 **Precedence.**

In the event of any conflict or inconsistency between this Exhibit and the Community Mental Health Program Agreement, such conflict or inconsistency shall be resolved by giving precedence first to this Exhibit then the Community Mental Health Program Agreement.

6.3 **Health Plan Reporting**

Health Plan shall provide to CMHP accurate and timely reports to assist CMHP in monitoring utilization, financial, and quality-related data. A schedule of reports and the frequency with which these reports are to be provided is listed below.

Existing Claims Risk	Monthly in 2020 and through March of Withhold Settlement 2021, by the end of the month, starting 6 months after the beginning of the contract start date.
Report, Central Oregon CCO	

6.4 Requirements

Only as specifically required by the OHA, the CMHPs will participate in and attest to performing (a) data submission activities pertinent to CCO eQMs EHR-based incentive metrics, (b) data submission requirements including sending accurate data in time and formats determined by CCO to comply with OHA measure specifications, (c) submitting eQCM data to Health Plan on a monthly basis by the 20th of the month and acknowledging reports for the first four months of the calendar year will be provided as early as possible based on the delivery from CMHP's software vendor, (d) requests for surveys or other information, (e) requests to complete successful CCO data collection/submission activities, and (f) reporting expectations for eQMs for diabetes, hypertension, depression, tobacco prevalence and BMI. CMHPs acknowledge that submission of these requirements is essential as failure to do so for each EHR-based incentive will lead to failure for each eQCM measure, failure to meet the population threshold required and will cause the entire Central Oregon CCO to fail the measure.

CMHPs will perform patient satisfaction surveys in alignment with PCPCH standard requirements, and will share such survey results with Health Plan upon reasonable request.

CMHPs will cooperate with Health Plan on Health Plan's CAHPS Improvement Plans.

CMHPs allow Health Plan to share individual provider performance information such as QIM quality performance metrics with CCO-contracted providers and Health Councils.

6.5 Oregon Health Plan/OHA Capitation Administration Regulations

In the event of (a) requirements rules, regulations or guidance related to applicable provider capitation payments made by Health Plan to CMHPs, and per Health Plan Exhibit L filing and Medical Loss Ratio filings submitted to OHA, and/or (b) Health Plan's and/or OHA's interpretation of applicability of such requirements, rules, regulations, or guidance and applicability of Health Plan's capitation payment methodology with CMHPs, Health Plan may enact the following:

- A charge commensurate with any OHA recoupment, demand for repayment, charge, tax or fee, to be charged against any Health Care Budget, and/or
- A renegotiation with CMHPs to revert all payment methodologies entailing CMHP's capitation, to a fee-for-service payment methodology.

CMHPs shall cooperate with Health Plan to produce reports for Health Plan and/or OHA that satisfy to Health Plan and OHA discretion, the requirements, rules, regulations or guidance from OHA related to capitation payments.

6.6 Oregon Health Plan/OHA Possible Premium Revision / MLR-based repayment to OHA

In the event of a revision of premium levels for OHP members by the state of Oregon/OHA by a net amount deemed by Health Plan to be inconsistent with the 2020 rates agreed to in this 2020 amendment to the Agreement, Health Plan will notify CMHPs of such inconsistency in writing, and both parties will enter into a renegotiation of 2020 reimbursement rates in order to achieve consistency with any new Oregon Health Plan/OHA premium levels.

In the event OHA determines Health Plan must pay OHA any sum because the Central Oregon CCO Medical Loss Ratio (MLR), as determined by OHA, does not meet a minimum threshold for the entire population or any benefit-category specific sub populations, Health Plan reserves the right to (a) deduct a pro-rata portion of such repayment from the Health Care Budget in Section 7, or (b) make direct investments to increase the MLR and offset such expenses with the settlement, upon communication with CMHPs and the COHC.

6.7 MLR Reporting for 2019.

CMHPs shall submit to Health Plan a report for the cost year January 1, 2019 – December 31, 2019 no later than March 30, 2020 using a format accepted by OHA. CMHPs shall refer to “2019 Medical Loss Ratio Rebate Instructions” (as published on the OHA CCO Contract Forms website at <https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>) for support.

6.8 MLR Reporting for 2020.

CMHPs shall submit to Health Plan reports for the cost year January 1, 2020 – December 31, 2020 no later than 60 days from the end of the calendar year using a format accepted by OHA. CMHPs shall refer to “2020 Medical Loss Ratio Rebate Instructions” (as published on the OHA CCO Contract Forms website at <https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>) for support.

6.9 Health Related Services (Flexible Services and Community Based Health-Related Services.

Consistent with the Health-Related Services Rule adopted by the OHA (which includes member-level disbursements often called “flexible services”, and community-based Health-Related Services, often called “Community Benefit Initiatives”) and the Health-Related Services Brief released by the OHA, along with Health Plan policies approved by OHA, Health Plan will make certain disbursements from the Health Care Budgets of the Settlement Entities from time to time and at Health Plan’s discretion. These disbursements are distinct from Health Plan-provided Health Services.

6.10 Community Health Improvement Plan, Transformation Plan and Health Council Activities.

CMHPs will collaborate with Health Plan, the COHC, and other stakeholders in completing a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP), and in carrying out activities to implement the CHIP including any recommendation tied to community access studies. CMHPs will collaborate with Health Plan, the COHC, and other stakeholders to carry out the Transformation And Quality Strategies. For purposes of the CHA, CHIP, or Transformation And Quality Strategies, for reporting to the COHC or any of its subcommittees, or for reporting to OHA, Health Plan may share CMHP’s utilization, membership numbers, and additional performance data. CMHPs will collaborate with Health Plan and the COHC to meet Transformation And Quality Strategies requirements and participate in Transformation And Quality Strategy projects.

6.11 Corrective Action Plans

Health Plan, at its sole discretion and in reliance on objective supporting data, and consistent with the expectations of Health Plan by OHA, may determine that CMHP's performance of obligations, duties and responsibilities under the terms of this Agreement is deficient. In reaching that conclusion, Health Plan may, but is not required to consider third-party audit or other formal review results, peer review results, quality measures, written or oral feedback from members or patients, and any other issues which may be identified by Health Plan. If Health Plan determines CMHP's performance is deficient for any reason, but that such deficiency does not constitute a Material Breach of the terms of this Agreement, Health Plan may institute a corrective action plan ("CAP") subject to internal review. Health Plan will notify CMHPs of the terms of the CAP and will provide a CAP reporting template. Health Plan will supply supporting information/data to CMHPs at that time. CMHPs shall have thirty (30) days to resolve the CAP to Health Plan's satisfaction. Failure to resolve the CAP shall constitute a Material Breach by CMHPs, and Health Plan may terminate this Agreement immediately.

6.12 Cooperation and Engagement in Quality Improvement Process.

The COHC voted to support QIM-related positions within Health Plan and area providers. CMHPs agree to cooperate with the QIM Practice Facilitator, QIM Improvement Coordinator, QIM Program Manager, and the ED Improvement Coordinator to support success on regional quality measures including the QIMS, as well as to engage and cooperate with the Provider Engagement Panel to support quality improvement in the region.

6.13 Audits.

Health Plan shall, upon not less than thirty (30) days written notice from CMHPs, cooperate with CMHPs such that the CMHP may undertake a fiscal audit of all transactions covered by this agreement and concerning, OHA, Health Plan and the CMHPs.

Exhibit 4
Required Federal Terms and Conditions
Community Mental Health Programs of Central Oregon
Effective for 2020

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, and only to the extent: (i) required by law or explicitly required under the CCO Contract, and (ii) applicable to the functions delegated to CMHPs by this Agreement, CMHPs shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to CMHPs, or to the work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and State laws are references to federal and State laws as they may be amended from time to time. For purposes of this Exhibit, all capitalized terms not defined in this Agreement are as defined in the CCO Contract.

1. **Miscellaneous Federal Provisions.** CMHPs shall comply and cause all Subcontractors to comply with all federal laws, regulations and executive orders applicable to this Agreement or to the delivery of work. Without limiting the generality of the foregoing, CMHPs expressly agree to comply and cause all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended, (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et. seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal law requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then CMHPs shall comply and cause 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 CMHPs shall comply and cause 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 PCS, OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. CMHPs shall include and cause 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.** CMHPs shall comply and cause 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.** CMHPs certify, to the best of CMHP's knowledge and belief that:

5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of CMHPs, 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.

5.2 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, CMHPs shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

5.3 CMHPs 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.

5.4 This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5.5 No part of any federal funds paid under this Contract 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.

5.6 No part of any federal funds paid under this Contract 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.

5.7 The prohibitions in subsections 5.5 and 5.6 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.

5.8 No part of any federal funds paid 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. **HIPAA Compliance.** The parties acknowledge and agree that each of OHA, PCS and CMHPs are a "covered entity" and CMHPs are a "business associate" of PCS for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA, PCS and CMHPs shall comply with HIPAA to the extent that any work or obligations of OHA or PCS arising under this Agreement are covered by HIPAA. With the assistance of PCS, CMHPs shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this Agreement and with HIPAA. CMHPs shall comply and cause all Subcontractors to comply with HIPAA and the following:

6.1 *Privacy and Security of Individually Identifiable Health Information.* Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between CMHPs and OHA or PCS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. However, CMHPs shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, or OHA Notice of Privacy Practices, if done by OHA or PCS. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cf1/Forms/>, Form number ME 2090 Notice of Privacy Practices, or may be obtained from OHA.

6.2 *HIPAA Information Security.* CMHPs shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this Agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

6.3 *Data Transactions Systems.* CMHPs shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-001-0000 through 410-001-0200. In order for CMHPs to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, CMHPs shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

6.4 *Consultation and Testing.* If CMHPs reasonably believe that CMHP's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, CMHPs shall promptly consult the OHA HIPAA officer and the PCS HIPAA officer. CMHPs, PCS or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

7. **Resource Conservation and Recovery.** CMHPs shall comply and cause 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.

8. **Audits.** CMHPs shall comply and require all Subcontractors to comply, with the applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If CMHPs expend \$750,000 or more in Federal funds (from all sources) in a federal fiscal year, CMHPs 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 PCS and OHA within thirty (30) days of completion. If CMHPs expend less than \$750,000 in a federal fiscal year, CMHPs are exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access" of the CCO Contract.

9. **Debarment and Suspension.** CMHPs shall, in accordance with 42 CFR 438.808(b), 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. CMHPs shall ensure that no amounts are paid to CMHPs who could be excluded from participation in Medicare or Medicaid for the following reasons:

9.1 CMHPs are controlled by a sanctioned individual;

9.2 CMHPs have a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act; or

9.3 CMHPs employ or contract, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:

9.3.1 Any individual or entity excluded from participation in Federal health care programs.

9.3.2 Any entity that would provide those services through an excluded individual or entity.

9.3.3 CMHPs are prohibited from knowingly having a person with ownership of 5% or more of the CMHP's equity who is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

10. **Pro-Children Act.** CMHPs shall comply and cause all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Additional Medicaid and CHIP.** CMHPs shall comply with all applicable federal and State laws and regulations pertaining to the provision of OHP Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., and CHIP benefits established by Title XXI of the Social Security Act, including without limitation:

12.1 Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR §431.107(b)(1) & (2); and 42 CFR §457.950(a)(3).

12.2 Comply with all disclosure requirements of 42 CFR §1002.3(a); 42 CFR §455 Subpart (B); and 42 CFR §457.900(a)(2).

12.3 Certify when submitting any Claim for the provision of OHP Services that the information submitted is true, accurate and complete. CMHPs shall acknowledge CMHP'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.

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

13. **Clinical Laboratory Improvements.** CMHPs shall and shall ensure that any Laboratories used by CMHPs shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this Agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

14. **Advance Directives.** CMHPs shall comply with 42 CFR Part 422.128 for maintaining written policies and procedures for Advance Directives. This includes compliance with 42 CFR 489, Subpart I "Advance Directives" and OAR 410-120-1380, which establishes, among other requirements the requirements for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and ORS 127.649, Patient Self-Determination Act. CMHPs shall maintain written policies and procedures concerning Advance Directives with respect to all adult Members receiving medical care by CMHPs. CMHPs shall provide adult Members with written information on Advance Directive policies and include a description of Oregon law. The written information provided by CMHPs must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. CMHPs must also provide written information to adult Members with respect to the following:

14.1 Their rights under Oregon law.

14.2 CMHP's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.

14.3 CMHPs must inform Members that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

CMHPs are prohibited from conditioning the provision of care or otherwise discriminating against a Member based on whether or not the individual has executed an advance directive per 42 CFR §438.3; 42 CFR §422.128; or 42 CFR §489.102(a)(3).

15. **Practitioner Incentive Plans (PIP).** CMHPs may operate a Practitioner Incentive Plan only if no specific payment is made directly or indirectly under the plan to CMHPs as inducement to reduce or limit Medically Appropriate Covered Services provided to a Member. CMHPs shall comply with all requirements of Exhibit H, Practitioner Incentive Plan Regulation Guidance, to ensure compliance with Sections 4204 (a) and 4731 of the Omnibus Budget Reconciliation Act of 1990 that concern Practitioner Incentive Plans.

16. **Risk HMO.** If CMHPs are a Risk HMO and is sanctioned by CMS under 42 CFR 438.730, payments provided for under this Agreement will be denied for Members who enroll after the imposition of the sanction, as set forth under 42 CFR 438.726.

17. **Conflict of Interest Safeguards.**

17.1 CMHPs shall not offer, promise, or engage in discussions regarding future employment or business opportunity with any DHS or OHA employee (or their relative or member of their household), and no DHS or OHA employee shall solicit, accept or engage in discussions regarding future employment or business

opportunity, if such DHS or OHA employee participated personally and substantially in the procurement or administration of this Agreement as a DHS or OHA employee.

17.2 CMHPs shall not offer, give, or promise to offer or give to any DHS or OHA employee (or any relative or member of their household), and such employees shall not accept, demand, solicit, or receive any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(7) and OAR 199-005-0001 to 199-005-0035.

17.3 Prior to the award of any replacement contract, CMHPs shall not solicit or obtain, from any DHS or OHA employee, and no DHS or OHA employee may disclose, any proprietary or source selection information regarding such procurement, except as expressly authorized by the Director of OHA or DHS.

17.4 CMHPs shall not retain a former DHS or OHA employee to make any communication with or appearance before OHA on behalf of CMHPs in connection with this Agreement if that person participated personally and substantially in the procurement or administration of this Agreement as a DHS or OHA employee.

17.5 If a former DHS or OHA employee authorized or had a significant role in this Agreement, CMHPs shall not hire such a person in a position having a direct, beneficial, financial interest in this Agreement during the two year period following that person's termination from DHS or OHA.

17.6 CMHPs shall develop appropriate policies and procedures to avoid actual or potential conflict of interest involving Members, DHS or OHA employees, and sub-contractors. These policies and procedures shall include safeguards:

17.6.1 against CMHP's disclosure of applications, bids, proposal information, or source selection information; and

17.6.2 requiring CMHPs to:

(a) promptly report any contact with an applicant, bidder or offeror in writing to OHA; and

(b) reject the possibility of possible employment; or disqualify itself from further personal and substantial participation in the procurement if CMHPs contact or are contacted by a person who is an applicant, bidder or offeror in a procurement involving federal funds regarding possible employment for CMHPs.

17.7 The provisions of this Section on Conflict of Interest are intended to be construed to assure the integrity of the procurement and administration of this Agreement. For purposes of this Section:

17.7.1 "Agreement" includes any similar contract between CMHPs and PCS or OHA for a previous term.

17.7.2 CMHPs shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

17.7.3 "CMHPs" for purposes of this Section includes all CMHP's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with CMHPs; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.

17.7.4 "Participates" means actions of a DHS or OHA employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in connection with the Contract.

17.7.5 "Personally and substantially" has the same meaning as "personal and substantial" set forth in 5 CFR 2635.402(b)(4).

18. **Non-Discrimination.** CMHPs shall comply, and require its Subcontractors to comply, with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder.

19. **OASIS.** To the extent applicable, CMHPs shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set (OASIS) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

20. **Patient Rights Condition of Participation.** To the extent applicable, CMHPs shall comply with, and shall require Subcontractors to comply with, the Patient Rights Condition of Participation ("COP") that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Agreement, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

21. **Federal Grant Requirements.** The federal Medicaid rules establish that OHA is a recipient of federal financial assistance, and therefore is subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to CMHPs or to the extent OHA requires CMHPs to supply information or comply with procedures to permit OHA to satisfy its obligations federal grant obligations or both, CMHPs must comply with the following parts of 45 CFR:

- 21.1 Part 74, including Appendix A (uniform federal grant administration requirements);
- 21.2 Part 92 (uniform administrative requirements for grants to state, local and tribal governments);
- 21.2 Part 80 (nondiscrimination under Title VI of the Civil Rights Act);
- 21.3 Part 84 (nondiscrimination on the basis of handicap);
- 21.4 Part 91 (nondiscrimination on the basis of age);
- 21.5 Part 95 (Medicaid and CHIP federal grant administration requirements); and
- 21.6 CMHPs shall not expend, and CMHPs shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Agreement for roads, bridges, stadiums, or any other item or service not covered under the OHP.

22. **Mental Health Parity.** CMHPs shall adhere to CMS guidelines regarding Mental Health Parity detailed below:

- 22.1 If CMHPs do not include an aggregate lifetime or annual dollar limit on any medical/surgical benefits or includes an aggregate lifetime or annual dollar limit that applies to less than one-third of all medical/surgical benefits provided to enrollees, it may not impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits;
 - 22.2 If CMHPs include an aggregate lifetime or annual dollar limit on at least two-thirds of all medical/surgical benefits provided to enrollees, it must either apply the aggregate lifetime or annual dollar limit both to the medical/surgical benefits to which the limit would otherwise apply and to mental health or substance use disorder benefits in a manner that does not distinguish between the medical/surgical benefits and mental health or substance use disorder benefits; or not include an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is more restrictive than the aggregate lifetime or annual dollar limit, respectively, on medical/surgical benefits;
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22.3 If CMHPs include an aggregate lifetime limit or annual dollar amount that applies to one-third or more but less than two-thirds of all medical/surgical benefits provided to enrollees, it must either impose no aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits, or impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is no more restrictive than an average limit calculated for medical/surgical benefits in accordance with 42 CFR 438.905(e)(ii);

22.4 CMHPs must not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to enrollees (whether or not the benefits are furnished by the same CMHPs);

22.5 If a Member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the Member in every classification in which medical/surgical benefits are provided;

22.6 CMHPs may not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification;

22.7 CMHPs may not apply more stringent utilization or Prior Authorization standards to mental health or substance use disorder, then standards that are applied to medical/surgical benefits;

22.8 CMHPs may not impose non-quantitative treatment limitations ("NQTLs") for mental health or substance use disorder benefits in any classification unless, under the policies and procedure of the CMHPs as written and in operation, any processes, strategies, evidentiary standard, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to and are applied no more stringently than, the process, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification;

22.9 CMHPs shall provide all necessary documentation and reporting required by OHA to establish and demonstrate compliance with 42 CFR part 438, subpart K regarding parity in mental health and substance use disorder benefits; and

22.10 CMHPs shall use processes, strategies, evidentiary stands or other factors in determining access to out of network providers for mental health or substance use disorder benefits that are comparable to an applied no more stringently than, the processes, strategies, evidentiary standards or other factors in determining access to out of network providers for medical/surgical benefits in the same classification.

Exhibit 5
CCO Fee-for-service and Capitation for Behavioral Health Services
Community Mental Health Program for Central Oregon CCO
Effective 02/01/2020

CMHP Fee-for service and Monthly Capitation Payment

Health Plan will reimburse CMHPs for Therapy Services and Assessment Services on a Fee-for-service basis and on a capitation PMPM basis for Non Encounterable Health Care Costs and Program Allocation costs according to the below rate schedule:

Therapy Services FFS CPT Codes: 90832, 90834, 90837, 90846, 90847, H0004, H0005, H0016, H0038 at 130% of the current OHP fee schedule (with an 8% Claims Risk Withhold)

Assessment Services FFS CPT Codes: 90791, 90792, H0001, H0031, H2000 at 165% of the current OHP fee schedule (with an 8% Claims Risk Withhold)

	Non Encounterable services and all other CMHP billed services PMPM	Program Allocation PMPM
Deschutes County Health Services, Public Health Division members domiciled in Deschutes/Klamath County	\$14.09	\$5.00
BestCare members domiciled in Jefferson County	\$12.15	\$7.84
BestCare domiciled in Crook County	\$12.15	\$7.84

CMHP Performance Measure Withhold

Eight percent (8%) will be withheld from the CMHP fee-for-services payments. These amounts will be reconciled consistent with Exhibit 3.

Non Encounterable services/other billed services and Program Allocation Definition:

CMHPs shall provide and report non-encounterable services and system supports. Non-encounterable services and system supports include, but are not limited to: travel, prevention, education and outreach, internal case consultation, co-provided services, outreach and engagement, socialization, and psycho-educational services that are not otherwise encounterable.

Exhibit 6
Oregon Health Plan (Oregon Health Authority) Contractual Requirements
Community Mental Health Programs of Central Oregon
Calendar Year 2020

In the event that any provision contained in this Exhibit conflicts or creates an ambiguity with a provision in this Agreement, this Exhibit's provision will prevail. The parties shall comply with all federal, state and local laws, rules, regulations and restrictions, executive orders and ordinances, the CCO Contract (defined below), OHA reporting tools/templates and all amendments thereto, and the Oregon Health Authority's ("OHA") instructions applicable to this Agreement, in the conduct of their obligations under this Agreement, including without limitation:

1. **Laws.** CMHPs shall comply with all applicable laws, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032, and 040, pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; and (viii) all applicable Medicaid laws and regulations, including sub-regulatory guidance and CCO Contract provisions. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to PacificSource Community Solutions' ("PCS") contract with OHA (the "CCO Contract") and required by law to be so incorporated. OHA's performance under the CCO Contract is conditioned upon CMHP's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. CMHPs shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

In compliance with the Americans with Disabilities Act, any written material that is generated and provided by CMHPs under this Agreement to Clients or Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, including without limitation Braille, large print, audiotape, oral presentation, and electronic format. PCS shall not reimburse CMHPs for costs incurred in complying with this provision. CMHPs shall cause all Subcontractors under this Agreement to comply with the requirements of this provision.

CMHPs shall comply with the federal laws as set forth or incorporated, or both, in the Agreement and all other federal laws applicable to CMHP's performance under the Agreement as they may be adopted, amended or repealed from time to time.

This provision shall survive the termination of this Agreement for any reason.

2. **Records.** CMHPs agrees to comply with all applicable state and federal requirements regarding the accuracy, confidentiality, and retention of records of PCS's Members, including the requirements established by OHA, which include, but are not limited to, the retention of all records for a period of ten (10) years from the date this Agreement expires or terminates or the completion of any litigation or OHA-related audit, whichever is later. CMHPs shall maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. This obligation includes providing access to (a) employees, as necessary and reasonable, for interviews and discussion related to such document; (b) a suitable work area and copying capabilities to facilitate such a review; and (c) CMHP's premises, equipment, books, records, contracts, computer, or other electronic systems relating to PCS's Members. In addition, this obligation includes cooperating with OHA or OHA's agent, in a timely manner, in collection of information through consumer surveys, on-site reviews, medical chart reviews, and other information for the

purposes of monitoring compliance with the CCO Contract. This provision shall survive the termination of this Agreement for any reason.

3. **Monitoring of Services.** PCS has the right to monitor the performance of CMHPs under this Agreement on an ongoing basis under the terms and conditions of this Agreement. Such monitoring may include routine and random audits and PCS shall have the right to interview CMHP's staff, employees, and consultants who provide services hereunder. Such monitoring of CMHP's services will include the following: (a) an assessment of the quality of CMHP's performance of contracted work; (b) any complaints or grievances filed in relation to CMHP's work; (c) any late submission of reporting deliverables or incomplete data; (d) whether CMHP's employees are screened and monitored for federal exclusion from participation in Medicaid; (e) the adequacy of CMHP's compliance functions; (f) any deficiencies that OHA identified related to CMHP's work; and (g) compliance with all applicable state and federal rules and the CCO Contract. Upon identification of deficiencies or areas for improvement, PCS shall cause CMHPs to take Corrective Action.

4. **Right to Audit.** CMHPs agree that OHA, the Center for Medicare & Medicaid Services ("CMS"), Department of Health and Human Services ("DHHS"), the Secretary of State's Office, the Office of the Inspector General, the Comptroller General of the United States, and the Oregon Department of Justice Medicaid Fraud Control Unit or their designees shall have the right to inspect, evaluate, and audit any books, documents, papers, computers or other electronic systems, contracts, and records of CMHPs that pertain to or are related to any aspect of the services provided under this Agreement for a period of up to ten (10) years from the date this Agreement expires or terminates, or the completion of any program-related audit, whichever is later, and such other periods in excess of ten (10) years or more as defined in OHA or Medicaid laws, rules, and regulations and CMS instructions. This provision shall survive the termination of this Agreement for any reason.

5. **Ultimate Responsibility.** Notwithstanding any term or provision of this Agreement, PCS maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Oregon Health Plan ("OHP") contract with OHA, including without limitation all monitoring and oversight activities. CMHPs acknowledge and agree that the services it provides under this Agreement shall be consistent with and shall comply with PCS's contractual obligations with OHA regarding benefit plans, which are subject to state and federal laws, rules, and regulations and OHA instructions. CMHPs agrees to cooperate with PCS in meeting its responsibilities under PCS's contract with OHA and further agrees that all applicable provisions from that contract apply to CMHPs in the same manner in which they apply to PCS.

6. **Oversight.** PCS shall oversee and is accountable to OHA for any functions or responsibilities delegated to CMHPs. This shall include, without limitation, PCS conducting a formal review of compliance with delegated responsibilities and CMHPs performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230(a)(1). Upon identification of deficiencies or areas for improvement, PCS shall cause CMHPs to take Corrective Action.

7. **Third Party Liability.** CMHPs may not refuse to provide Covered Services to a Member because of a Third Party potential liability for payment for the Covered Service. CMHPs shall maintain records related to Third Party Liability recovery, make those records available to Contractor or OHA for review, and, when requested by Contractor, assist Contractor in taking all reasonable actions to pursue recovery of Third Party Liability for Covered Services.

7. **Compliance with Policies.** To the extent applicable, CMHPs agree to comply fully and abide by the rules, policies and procedures PCS has established as part of its OHP programs.

8. **Revocation.** In the event PCS or OHA determines that CMHPs has not performed satisfactorily under the terms of this Agreement or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner, PCS retains the right to terminate this Agreement in accordance with the termination provisions therein.

9. **Subcontracting Entities.** In the event CMHPs enter into contracts with other entities to perform its obligations hereunder, such subcontractors shall agree to comply with the terms of this Agreement, including without limitation the provisions in this Exhibit.

10. **Provider Certification.** CMHPs hereby certifies that all claims submissions and/or information received from CMHPs are true, accurate, and complete, and that payment of the claims by PCS, or its subcontractor, for OHP members will be from federal and state funds, and therefore any falsification, or concealment of material fact by CMHPs when submitting claims may be prosecuted under federal and state laws. CMHPs shall submit such claims in a timely fashion such that PCS may comply with any applicable encounter data submission timeframes, and shall include sufficient data and information for OHA to secure federal drug rebates for outpatient drugs provided to PCS's Members under this Agreement, if any. CMHPs hereby further certifies that it is not and will not be compensated for any work performed under this Agreement by any other source or entity.

11. **Indemnification.** Notwithstanding any indemnification provision in this Agreement, as it pertains to OHP members, CMHPs shall defend, save, hold harmless and indemnify PCS, the State of Oregon, its agencies and subdivisions, and their respective officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (including reasonable attorneys' fees and expenses at trial, on appeal and in connection with any petition for review) resulting from, arising out of, or relating to the activities of CMHPs or its officers, employees, subcontractors, or agents under this Agreement.

CMHPs shall have control of the defense and settlement thereof, but neither CMHPs nor any attorney engaged by CMHPs, shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General; nor shall CMHPs settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that CMHPs is prohibited from defending the State of Oregon, is not adequately defending its interests, an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

Notwithstanding the foregoing, no party shall be liable to any other party for any incidental or consequential damages arising out of or related to services provided for the OHA contract. CMHPs shall ensure that the State of Oregon, Department of Human Services is not held liable for any of CMHP's debts or liabilities in the event of insolvency.

12. **Insurance.** During the term of this Agreement, in addition to any requirements provided in this Agreement, CMHPs shall maintain and require that all persons and entities performing services under this Agreement obtain and keep in force at its own expense, each insurance noted below, as issued by a company authorized to transact business and issue insurance coverage in the State of Oregon:

(a) ***Workers' Compensation.*** All employers, including CMHPs, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for all workers, unless they meet the requirements for an exemption under ORS 656.126(2). If CMHPs is a subject employer, as defined in ORS 656.023, CMHPs shall obtain employers' liability insurance coverage.

(b) ***Professional Liability.*** Covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. This insurance shall include claims of negligent

CMHPs selection, direct corporate professional liability, wrongful denial of treatment, and breach of privacy. CMHPs shall provide proof of insurance with not less than the following limits:

Per occurrence limit for any single Claimant of not less than \$2,000,000, and

Per occurrence limit for multiple Claimants of not less than \$4,000,000.

(c) *Commercial General Liability.* Covers bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. CMHPs shall provide proof of insurance with not less than the following limits:

Bodily Injury/Death -

A combined single limit per occurrence of not less than \$2,000,000, and

An aggregate limit for all claims of not less than \$4,000,000.

Property Damage -

A combined single limit per occurrence of not less than \$200,000, and

An aggregate limit for all claims of not less than \$600,000.

(d) *Automobile Liability.* Covers all owned, non-owned, or hired vehicles, this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). CMHPs shall provide proof of insurance with no less than the following limits:

Bodily Injury/Death -

A combined single limit per occurrence of not less than \$2,000,000, and

An aggregate limit for all claims of not less than \$4,000,000.

Property Damage -

A combined single limit per occurrence of not less than \$200,000, and

An aggregate limit for all claims of not less than \$600,000.

From July 1, 2016 and every year thereafter, the coverage limitations set forth herein shall be adjusted to comply with the limits determined by the State Court Administrator pursuant to ORS 30.271(4).

(e) *Additional Insured.* The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include PCS, the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to CMHP's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

(f) *Notice of Cancellation or Change.* CMHPs shall assure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs without 60 days prior written notice from CMHPs or its insurer(s) to PCS. Any failure to comply with this clause constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by PCS.

(g) *Proof of Coverage.* CMHPs shall provide to PCS information indicating that CMHPs have obtained all required insurance coverage before delivering goods and performing any services required under the Agreement. CMHPs shall pay for all deductibles, self-insured retentions, and self-insurance, if any.

(h) *Tail Coverage.* If any of the required policies is on a "claims made" basis, then CMHPs shall maintain either "tail" coverage or "claims made" liability coverage, provided the effective date of the continuous "Claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (1) CMHP's completion and PCS's acceptance of all services required under this Agreement. Notwithstanding the foregoing 24-month requirement, if CMHPs elect to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then CMHPs shall maintain "tail" coverage for the

maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Agreement. CMHPs shall provide to PCS, upon PCS’s request, certification of coverage required under this Section 12(h).

(i) **Self-insurance.** CMHPs may fulfill one or more of its insurance obligations herein through a program of self-insurance, provided that CMHP’s self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to PCS. CMHPs shall furnish an acceptable insurance certificate to PCS for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured

13. **Fraud Waste and Abuse.** CMHPs shall have in place internal controls, policies or procedures capable of preventing and detecting Fraud, Waste and Abuse activities as they relate to the OHP program; such policies and procedures to be submitted to PCS upon PCS’s request. CMHPs shall report suspected Fraud, Waste and Abuse activities to PCS immediately upon detection and cooperate with PCS in regards to any required reporting or investigation of such activity to the Medicaid Fraud Control Unit. CMHPs shall comply with all patient abuse reporting requirements and fully cooperate with the State of Oregon for purposes of ORS 124.060 et seq., ORS 419B.010 et. seq., ORS 430.735 et. seq., ORS 441.630 et. seq., and all applicable Oregon Administrative Rules.

14. **Force Majeure.** Neither OHA, CMHPs nor PCS shall be held responsible for delay or default caused by riots, acts of God, power outage, fire, civil unrest, labor unrest, natural causes, government fiat, terrorist acts, other acts of political sabotage or war, which is beyond the reasonable control of the affected party. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA or PCS may terminate this Agreement upon written notice to CMHPs after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

If the rendering of services or benefits under this Agreement is delayed or made impractical due to any of the circumstances listed in the preceding paragraph, care may be deferred until after resolution of those circumstances, except in the following situations: (a) care is needed for Emergency Services; (b) care is needed for Urgent Care Services; or (c) care is needed where there is a potential for a serious adverse medical consequence if treatment or diagnosis is delayed more than thirty (30) days.

If any of the circumstances listed in the first paragraph of this section disrupts normal execution of CMHP’s duties under this Agreement, CMHPs shall notify Members in writing of the situation and direct Members to bring serious health care needs to CMHP’s attention.

This provision shall survive the termination of this Agreement for any reason.

15. **No Third Party Beneficiaries.** PCS and CMHPs are the only parties to this Agreement and the only parties entitled to enforce its terms; provided, however, that OHA and other government bodies have the rights specifically identified in this Agreement. The parties agree that CMHP’s performance under this Agreement is solely for the benefit of PCS to fulfill its CCO Contract obligations and assist OHA in accomplishing its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision shall survive the termination of this Agreement for any reason.

16. **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, the “claim”) between OHA or any other agency or department of the State of

Oregon, or both, and CMHPs that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the claim to federal court, and (b) if a claim must be brought in or removed to a federal forum, then it shall be 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 of 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. CMHPS, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. This provision shall survive the termination of this Agreement for any reason.

17. **Independent Contractor.**

(a) CMHPs are not an officer, employee or agent of the State of Oregon or PCS, as those terms are used in ORS 30.265 or otherwise.

(b) If CMHPs are currently performing work for the State of Oregon or the federal government, CMHPs by signature to this Agreement, represents and warrants that CMHP's work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which CMHPs currently performs work would prohibit CMHP's work under this Agreement. If compensation under this Agreement is to be charged against federal funds, CMHPs certify that it is not currently employed by the federal government.

(c) CMHPs are responsible for all federal and State taxes applicable to compensation paid to CMHPs under this Agreement and, unless CMHPs are subject to backup withholding, neither PCS nor OHA will withhold from such compensation any amounts to cover CMHP's federal or State tax obligations. CMHPs are not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to CMHPs under this Agreement, except as a self-employed individual.

(d) CMHPs shall perform all work as an Independent Contractor. PCS reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product, however, OHA may not and will not control the means or manner of CMHP's performance. CMHPs are responsible for determining the appropriate means and manner of performing the work.

(e) This provision shall survive the termination of this Agreement for any reason.

18. **Representations and Warranties.** CMHPs represent and warrant that:

(a) CMHPs have the power and authority to enter into and perform this Agreement,

(b) This Agreement, when executed and delivered, shall be a valid and binding obligation of CMHPs enforceable in accordance with its terms,

(c) CMHPs have the skill and knowledge possessed by well-informed members of its industry, trade or profession and CMHPs will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in CMHP's industry, trade or profession,

(d) CMHPs shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the work, and

(e) CMHPs prepared its application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.

The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

19. **Assignment of Contract, Successor in Interest.** CMHPs shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any

other manner, without prior written consent of PCS and OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as PCS or OHA may deem necessary, including but not limited to Exhibit B, Part 8, Sections 13 and 14 of the CCO Contract. No approval by PCS of any assignment or transfer of interest shall be deemed to create any obligation of PCS in addition to those set forth in this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

20. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

21. **Termination; Revocation of Delegated Activities.** Notwithstanding any other provision in this Agreement, PCS may terminate this Agreement or impose Sanctions, as provided in the CCO Contract, if CMHP's performance is inadequate to meet the requirements of the CCO Contract. Further, PCS may revoke the delegation of any activities or obligations if OHA or PCS determine the CMHPs have not performed satisfactorily, in accordance with the CCO Contract.

22. **Survival.** In addition to any other provision of this Agreement that by its context are meant to survive termination or expiration of this Agreement, the following special terms and conditions survive any such termination or expiration for a period of two (2) years unless a longer period is set forth in this Agreement:

(a) Submission, certification, and adjustments related to encounter data so submitted, certified, or adjusted by CMHPs.

(b) Financial reporting, financial reconciliations and recoupments, third party liability and recovery activities, and data related to quality and performance metrics.

(c) Maintenance of required licensing, certifications, and registrations, and responding to subpoenas, investigations and governmental inquiries.

23. **Other CMHPs Requirements.**

(a) CMHPs shall comply with the requirements of 42 CFR 438.6 where it is applicable to this Agreement.

(b) CMHPs shall comply with the billing and payment requirements applicable to this Agreement, including as outlined in OAR 410-141-3565 and 42 CFR §§438.106 and 438.230.

(c) CMHP's information systems must meet requirements of 42 CFR 438.242 and section 1903 (r)(1)(F) of the Patient Protection and Affordable Care Act that allow PCS to utilize pertinent data for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounter, utilization and quality improvement, and other reporting requirements required under the OHA contract.

(d) CMHPs are required to participate in internal or external quality improvement activities as instructed by PCS.

(e) CMHPs shall cooperate with all processes and procedures of child, elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations, and protective services.

(f) If granted access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, CMHPs shall comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "Information Asset" shall have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

(g) CMHPs agree to subrogate to OHA any and all claims it has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other provider in the design, manufacture, Marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, DMEPOS, or other products. CMHPs shall notify PCS and/or OHA (Office of Payment and Recovery) when it becomes aware a Member has other coverage for the Covered Services, consistent with OAR 461-195-0301 – 461-195-0350, and will provide to OHA information CMHPs possess to assist OHA in the pursuit of financial recovery. Finally, CMHPs shall comply with ORS 416.510 – 416.610 when enforcing an assigned lien.

(h) To the extent applicable to CMHPs, CMHPs shall comply with all of PCS's policies and procedures regarding prior authorization of Covered Services (as that term is defined in OAR 410-120-0000).

(i) CMHPs shall comply with all applicable requirements of State civil rights and rehabilitation statutes and rules. In addition, CMHPs shall not discriminate against any Member when those Members exercise their rights under OHP.

(j) To the extent applicable to CMHPs, CMHPs shall comply with OHA's required process for Grievances, Notices of Adverse Benefit Determinations, Appeals, and Contested Case Hearings, as described on the procedures document that PCS will provide CMHPs.

(k) CMHPs shall not send any marketing materials to any Member, unless such materials and the distribution thereof have been approved by PCS in accordance with the CCO Contract.

(l) CMHPs will be screened for exclusion from participation in federal programs and may not subcontract any services in this Agreement to a subcontractor that is an excluded entity. Further, CMHPs will provide reasonable cooperation to PCS such that PCS may perform a criminal background check on CMHPs before any work identified in this Agreement is performed.

(m) CMHPs shall not bill Members directly for any Non-Covered Services, unless CMHPs have a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-3565.

(n) To the extent applicable to CMHPs, CMHPs shall comply with timely access to care and services for Members, in accordance with OAR 410-141-3515.

(o) CMHPs shall also comply with all required federal terms and conditions on Exhibit 4, attached hereto and incorporated herewith.

Crook County Legal Counsel

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



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: January 22, 2020

RE: *COPWP IGA for Equipment & Services Sharing*
Our File No.: Road 268(A)

Crook County participates in many resource-sharing agreements with other public entities, which allow for one to borrow the equipment or personnel with the approval of another. Through these agreements, valuable resources can be deployed where they are most needed (for instance, where there is an immediate emergency), while still protecting the donating agency.

The attached IGA includes a variety of members of Central Oregon public bodies, and is similar to other County resource-sharing agreements. Under its terms, a borrowing, "User" agency may ask a "Provider" agency to provide equipment and/or the personnel to operate it. The provider determines whether it can, in good faith, make this assistance available. If it can, the User pays a Provider-established 'rental' rate tracked through cost-accounting. The Provider is indemnified by the User, and if any personnel are made available, they remain employees of the Provider agency. The equipment would involve public works machinery and vehicles rather than mundane office equipment.

This agreement does not otherwise require any outlay of money or significant administrative duties and continues until a party gives 30 days' notice of termination of its participation. The termination by one party does not affect the continued participation by the other parties.

I have reviewed the agreement for legal sufficiency and have no concerns, and Bob O'Neal recommends approval.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, February 5, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

CENTRAL OREGON PUBLIC WORKS PARTNERSHIP (COPWP) INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES

This AGREEMENT is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **COPWP-IGA** (Central Oregon Public Works Partnership Intergovernmental Agreement)

WHEREAS:

1. Each PARTY owns certain equipment and materials, and provides services that may be useful to another PARTY for public works, construction, operations, maintenance and related activities; and
2. The PARTIES agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The PARTIES recognize that the primary benefit of increased partnership and cooperation is the reduction of overhead expenses, staffing expenses and redundant purchases/services as opposed to pursuit of joint ventures with the intention of supplanting work or services that are typically or historically contracted within each agency; and
4. Each PARTY is encouraged to expand partnership opportunities by joining the similar established Portland Metropolitan Area Transportation Co-operative IGA for Equipment and Services (PMAT); and
5. Each PARTY recognizes the benefit in maintaining ongoing communication within the Public Works agencies in Central Oregon for the purpose of identifying opportunities for additional partnership and collaboration; and
6. The PARTIES desire to enter into an AGREEMENT to establish procedures for sharing equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The PARTIES shall make available to each other vehicles, equipment, machinery, materials, related items and/or services in the manner and on the terms and conditions provided herein. The vehicles, equipment and machinery covered by this AGREEMENT shall only be such items appropriate for public works, construction, and shall not include regular automobiles. The PARTY supplying the services or the vehicles, machinery and equipment shall be designated as the "**PROVIDER**" herein. The PARTY receiving the services or assuming the use of vehicles, machinery or equipment shall be designated as the "**USER**" herein.
2. An **EQUIPMENT SHARING CATALOG** will be provided by each PARTY to the others to describe current rental rates. Supplies will be charged at PROVIDER'S invoice cost plus an established administrative fee, or may be replaced by the USER.
3. An estimate for specific services will be supplied by the PROVIDER at the request of the USER. Service PROVIDERS shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to USER. PROVIDER'S invoices will be paid by USERS in full within thirty (30) days of billing. Upon mutual consent, PROVIDERS may elect to make alternative payment arrangements.
4. Services, equipment or materials shall be provided upon reasonable request at mutually convenient times and locations. The PROVIDER retains the right to refuse to honor a request if the equipment or materials are needed for other purposes, if providing the equipment or materials would be unduly inconvenient, or if for any other reason, the

PROVIDER determines in good faith that it is not in its best interest to provide a particular item at the requested time. Equipment shall be returned immediately at PROVIDER'S request.

5. The USER receiving the equipment shall take proper precaution in its operation, storage and maintenance. Equipment shall be used only for its intended purpose. The USER shall permit the equipment to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for equipment repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The USER shall not be responsible for scheduled preventive maintenance (P.M.) unless equipment hours used exceeds the P.M. schedule periods and has been agreed by the PROVIDER. The USER shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment (i.e., fluid checks, lubricating, etc.) during the period in which the equipment is in USER'S possession.
6. PROVIDER shall endeavor to provide equipment in good working order and to inform USER of any information reasonably necessary for the proper operation of the equipment. The equipment is provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. USER shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the PARTIES that the PROVIDER is not in the business of selling, leasing, renting or otherwise providing equipment to others and that the PARTIES are acting only for their mutual convenience and efficiency.
7. USER is exclusively responsible for the care and operation of the equipment. User shall save, defend, indemnify, and hold harmless PROVIDER, its officers, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of USER with respect to the care and operation of the equipment by USER'S employees, subcontractors, or agents. Provided however, liability of USER, its officers, employees or agents acting within the scope of their employment or duties on claims within the scope of Oregon Revised Statutes (ORS) 30.260-30.300 shall not exceed the limits as described in ORS 30.272. USER'S officers, employees and agents are indemnified and defended by USER in accordance with the Oregon Tort Claims Act (OTCA) pursuant to ORS 30.260-30.300 when acting within the scope and course of their employment. PROVIDER shall save, defend, indemnify, and hold harmless USER, its officers, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of PROVIDER or any of its employees, subcontractors, or agents, acting under this Agreement. Provided however liability of PROVIDER, its officers, employees or agents acting within the scope of their employment or duties on claims within the scope of Oregon Revised Statutes (ORS) 30.260-30.300 shall not exceed the limits as described in ORS 30.272.
8. The PARTIES shall provide equipment or materials storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the equipment or materials shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
9. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate equipment. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the equipment.
10. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.

11. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using equipment or services under this AGREEMENT. USER shall bear sole responsibility for ensuring that it has the authority to request the work, for proper design of the work and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the equipment shall adequately insure the equipment or provide self-insurance coverage.
12. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
13. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate AGREEMENTS governing the terms and conditions for providing equipment, services or joint contracts for special projects on terms different than specified herein.
14. Any OREGON PUBLIC ENTITY may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the Deschutes County Road Department which is overseeing the administration of the COPWP-IGA.
15. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

COPWP AGREEMENT SIGNATURE PAGE

IN THE WITNESS WHEREOF, the PUBLIC ENTITY Crook County, a political subdivision of the State of Oregon (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

CROOK COUNTY COURT

Signature of Seth Crawford

2/5/20
Date

Judge
Title

Signature of Jerry Brummer

2/5/20
Date

Commissioner
Title

Signature of Brian Barney

2/5/20
Date

Commissioner
Title

Name and title of
the Contact
Representative:

Bob O'Neal, County Roadmaster

Address:

1306 N Main St., Prineville, OR 97754

Phone:

(541) 447-4644

Fax:

(541) 447-2977

E-mail:

Bob.oneal@co.crook.or.us

1. Send the **original COPWP AGREEMENT Signature Page** (this page),
 2. and the **EQUIPMENT SHARING CATALOG** (page 1, paragraph 2) to:
Chris Doty, COPWP-IGA Administrator, for distribution.
Deschutes County Road Department, 61150 SE 27th Street, Bend OR 97702
Telephone: 541.322.7105
e-mail: Chris.Doty@co.deschutes.or.us
- Retain a 2nd original **COPWP AGREEMENT Signature Page** for your records (2-sets are required).

INSTRUCTIONS FOR THE COPWP-IGA FOR EQUIPMENT AND SERVICES

The following is directed to officials of local governments that may want to participate the accompanying public works **INTERGOVERNMENTAL AGREEMENT (IGA) FOR EQUIPMENT AND SERVICES [AGREEMENT]**:

There are four pages to the COPWP-IGA:

- Exhibit A: The COPWP-IGA narrative – pages 1-3
- COPWP AGREEMENT Signature Page – page 4
- COPWP Instructions (this page) – page 5

The purpose of the COPWP-IGA is for to exchange Public Works equipment and services between OREGON PUBLIC ENTITIES, specifically those within Central and Eastern Oregon.

All PARTIES, who sign the **AGREEMENT**, must honor the AGREEMENT entirely.

Deschutes County has agreed to oversee administration of the COPWP-IGA. The COPWP-IGA Administrator will notify all the Contract Representatives for all PARTIES. The COPWP-IGA Administrator will not be involved between any disputes of the COPWP-IGA PARTIES, nor would Deschutes County or its employees be liable for any damages sought between any two other PARTIES.

Each new PARTY shall execute the **COPWP AGREEMENT SIGNATURE PAGE** in two original sets: One shall be filed with the COPWP-IGA administrator for approval and distribution, and the second for the PARTY entity's records. The COPWP-IGA administrator's originals are filed with the Deschutes County Clerk.

Each PARTY will obtain a mailing list of the current AGREEMENT holders from the COPWP-IGA Administrator.

Each PARTY will send each its **EQUIPMENT SHARING CATALOG** (page 1, paragraph 2) to the COPWP-IGA Administrator for distribution to all the PARTIES. It is the responsibility of each PARTY to send updates of the catalog to the COPWP-IGA Administrator.

After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of services. There is no need to coordinate requests amongst PARTIES.

It is important to note paragraph 4 (page 1): "the PROVIDER retracts the right to refuse a request".

History: The COPWP IGA is based on the successful Portland Metropolitan Area Transportation (PMAT) Co-operative IGA. The original (PMAT) IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of 1999 ADDENDUM, other parties agreed to sign the agreement. This PMAT-IGA was revised in July 2002 from the originally IGA.

COPWP IGA participants are encouraged to also join the PMAT IGA. Questions or concerns may be addressed to:

Don Newell

PMAT-IGA Administrator

Marion County, 5155 Silverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129

e-mail: DNewell@co.Marion.or.us

A second ODOT IGA (OMAT), which allows working with ODOT, can be obtained by contacting:

Penelope (Penny) A. Lee Agreement Specialist Region 1-Contracts and Agreements Unit

123 NW Flanders St., Portland, OR 97209

Phone: 503-731-8278/ office; 503-731-8215/ fax;

e-mail: Penelope.A.LEE@odot.state.or.us

THE COPWP IGA AGENCY MEMBERS:

IGA #	Date	Agency	Equipment List (Year)	IGA Administrator
1	12/17/12	Deschutes County Road Department	2013	Chris Doty
2	12/19/12	City of Bend Public Works	2013	David Abbas
3	02/12/13	City of Redmond Public Works	2013	Bill Duerden
4	02/12/13	City of Madras Public Works	2013	Jeff Hurd
5	04/10/13	Swalley Irrigation District		Suzanne Buterfield
6	04/26/13	City of Sisters		Paul Bertagna
7	07/08/13	Oregon Military Dept. (Oregon Youth Challenge Program)		Karen Ramsey
8	09/24/13	Central Oregon Irrigation District		Craig Horrell
9	1/18/16	City of La Pine PW	2016	Jake Obrist
10	1/23/18	Bend La Pine School District		Mike Tiller
11	11/7/18	Jefferson County PW	2018	Matt Powlison
12				
13				
14				
15				

Crook County Legal Counsel

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



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: January 27, 2020

RE: *Extension to Contract with G. Friesen Associates, Inc. for Landfill Site Development Plan*
Our File No.: Landfill 69(B)

The County entered into a Professional Services Contract (PSC) with G. Friesen Associates, Inc. on October 14, 2019, to revise the County's Site Development Plan (Plan) to meet the 2019 DEQ requirements for the Landfill's Solid Waste Disposal Permit. The original PSC was good for only 70 days from the date of execution, expiring on December 23, 2019.

I have communicated with Jeff Merwin on this matter. The project is still not complete. The Plan is due by February 15, 2020. Mr. Merwin has requested the contract be extended 60 days from that deadline for review purposes.

I reviewed the original PSC and do not see any issues with extending the agreement. Thus, enclosed is an Extension to Professional Services Contract extending the agreement to 60 days after February 15, 2020, or April 15th. G. Friesen has already executed the extension on its end.

Please place this memo and the attached document(s) on the Wednesday, February 5, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

6

EXTENSION TO PROFESSIONAL SERVICES CONTRACT

This Extension to Professional Services Contract ("Extension") is entered into this 5th day of February, 2020 and effective as of December 23, 2019, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and G. Friesen Associates, Inc., an Oregon domestic corporation (hereinafter "Contractor").

RECITALS

WHEREAS, on October 14, 2019, County and Contractor entered into a Professional Services Contract (the "Contract") for the preparation of a revised Site Development Plan for the Crook County Landfill (the "Project"); and

WHEREAS, the Contract requires full performance on or before December 23, 2019; and

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

WHEREAS, County and Contractor desire to extend the term of the Contract to complete full performance in accordance with all plans and specifications by April 15, 2020.

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 Contract is hereby amended to extend the term to complete full performance in accordance with all plans and specifications from 70 days to 184 days.
2. Reaffirmation of the Contract. Except as modified by this Extension Agreement, all terms and conditions of the 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 the original of such document.

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

For Contractor:

G. Friesen Associates, Inc.

By: 
Signature
Gerald Friesen
Print Name

Its: President

Date January 27, 2020

For County:

CROOK COUNTY COURT

Seth Crawford, County Judge
Date: 2/5/20

Jerry Brummer, County Commissioner
Date: 2/5/20

Brian Barney, County Commissioner
Date: 2/5/20

Crook County Legal Counsel

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



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: January 24, 2020

RE: *Tobacco Cessation MOU 2020-007 with Deschutes County*
Our File No.: Health 166

Attached is the Health Systems change for Tobacco Cessation MOU 2020-007. Deschutes County currently manages the Tobacco Prevention and Education Program through an agreement with OHA. While Deschutes County continues to be the fiscal entity, the attached MOU gives the health department within each of the tri-counties in central Oregon the authority to oversee the tobacco cessation health systems change initiative.

The MOU has been reviewed by legal counsel and the Health Department recommends approval.

Please place this memo and the attached document(s) on the Wednesday, February 5, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.



REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**Health Systems Change for Tobacco Cessation
MOU #: 2020-007**

EFFECTIVE DATE: The effective date of this Memorandum of Understanding (MOU) shall be January 1, 2020. Unless extended or terminated earlier in accordance with its terms, this MOU shall terminate on June 30, 2021.

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

BACKGROUND AND PURPOSE:

The Deschutes County Health Services (DCHS) Prevention Programs currently manages the Tobacco Prevention and Education Program through a formal agreement with the Oregon Health Authority (OHA). Within the 2019-2021 OHA Agreement, DCHS has agreed to be the lead fiscal entity on behalf of work toward tobacco cessation health systems change. This scope of work involves a regional geographic footprint that includes Crook, Deschutes and Jefferson Counties. While Deschutes County is the fiscal entity and will follow its policies and procedures, the public health departments for Crook, Deschutes and Jefferson County are the lead organizations to oversee the tobacco cessation health systems change initiative. This MOU serves to give each entity equal authority for decision making with regard to work for this project as defined by the work plan submitted to OHA (see exhibit A). To the best of the parties' abilities, they will ensure that the work moves forward in accordance with best practice and alignment with OHA requirements. Deschutes County will take the lead to convene all parties when decision-making points occur as well as maintain communication so that all parties are informed of work. Deschutes County will be the primary point of contact to OHA and any subcontractor hired to carry out specific activities relating to this initiative on behalf of the tri-county region (Crook, Deschutes and Jefferson).

RESPONSIBILITIES OF EACH PARTY

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

PARTICIPATING PARTIES AGREE:

1. Applicable Parties shall participate in the coordination and completion of activities as outlined in Exhibit A.

2. Deschutes County shall act as fiscal agent for the Health Systems Change Tobacco Cessation Initiative. As part of this understanding, Deschutes County will subcontract with an individual or agency to carry out specific activities relating to this Initiative on behalf of the tri-county region (Deschutes, Crook and Jefferson).

CONFIDENTIALITY:

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

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

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

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

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

COMPENSATION: NONE.

TERMINATION:

1. Voluntary Termination. Any individual Party may terminate its participation in this MOU for any reason upon thirty (30) calendar day's prior written notice to the other Parties. The termination by one Party does not operate to terminate the MOU as regards any other Party or Parties.
2. Termination for Cause. If any Party is in breach of this MOU, and that breach is not entirely cured within fifteen (15) calendar days' prior written notice from any non-breaching Party, the breaching Party may be immediately terminated from this MOU upon written notice of a majority vote of the non-breaching Parties. In the event that a notice of breach was sent to any Party, the breach was not cured within fifteen (15) calendar days, and a majority of the non-breaching Parties does not vote to terminate the breaching Party, any Party may immediately terminate its participation in this MOU upon written notice to the other Parties. The termination of any one Party does not operate to terminate the MOU as regards any other Party or Parties.

3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

Deschutes County Health Services
2577 NE Courtney Drive
Bend, OR 97701
Attn: Hillary Saraceno
CC: grace.evans@deschutes.org
Phone: 541-317-3178
Fax: 541-322-7565
Hillary.sarceno@deschutes.org

GENERAL PROVISIONS:

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

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

CROOK COUNTY SIGNATURE PAGE

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

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: 2/5/2020

email: muriel.delavergnebrown@h.co.crook.or.us

Company: Crook County

Signature: Hillary Saraceno
Hillary Saraceno (Jan 23, 2020)

Email: hillary.saraceno@deschutes.org

Title: Public Health Director

Company: Deschutes County

JEFFERSON COUNTY SIGNATURE PAGE

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

Signature: _____

Email: _____

Title: _____

Company: _____

Signature: Hillary Saraceno
Hillary Saraceno : Jan 23, 2020

Email: hillary.saraceno@deschutes.org

Title: Public Health Director

Company: Deschutes County

EXHIBIT A DESCRIPTION OF ACTIVITIES

Activity: Activities are the specific, measurable actions to be completed by TPEP to accomplish strategies. Each activity is given a timeframe for when it will be conducted. Choose specific activities that will best help achieve milestones. Include a combination of activities that align with the strategy.

Activity Categories Select which category best describes your activity	Activity Description	Responsible Party: Specify the person responsible for this activity	Partners: Specify which partners are involved in completing activity	Activity timeframe (Month - Year, Period #)		Notes (Max Length 100 Characters)
				Start Month - Year	End Month - Year	
1 Partner engagement	Establish an MOU that clarifies decision making and goals for Regional Health Systems Contractor (RHSC) between all partners and ensures that the model maintains a continuity of knowledge and expertise moving from one biennium to the next.	Deschutes, Crook, Jefferson	COHC	Dec-19 (P1)	Mar-20 (P2)	Communication has been made with Warm Springs regarding this health systems initiative and conversation will continue in order to address the entire CCO region
2 Other not listed	Recruit and interview for RHSC	Deschutes	Crook, Jefferson, Warm Springs, COHC	Dec-19 (P1)	Mar-20 (P2)	
3 Partner engagement	Orient and introduce RHSC to region	Deschutes	Crook, Jefferson, Warm Springs, COHC	Jan-20 (P2)	Feb-21 (P4)	
Assessment	Send quarterly survey to gauge feedback on the shared RHSC position and to adapt and adjust as needed	Deschutes	Crook, Jefferson, Warm Springs, COHC	Dec-19 (P1)	Jun-21 (P5)	
Assessment	Conduct a literature review to further identify the issue of tobacco use during pregnancy to understand demographics, gaps and barriers.	Regional Health System Coordinator (RHSC as Contractor)	COHC, Pacific Source	Feb-20 (P2)	Jun-20 (P2)	
Assessment	Conduct key informant interviews with clinicians and other staff working directly with pregnant women	RHSC	Local TPEPs	Feb-20 (P2)	May-20 (P2)	
Assessment	Compile data from key informant interviews and local resources to be shared with CCO, health system partners	RHSC, Local TPEPs		Apr-20 (P2)	Jun-20 (P2)	
Assessment	Establish baseline for referrals to the quitline for pregnant women and determine appropriate target to measure increased usage	RHSC	Local TPEPs	Feb-20 (P2)	May-20 (P2)	
Partner engagement	Work with local CCO, health systems partners, to map the system and prioritize evidence based policy and strategy options- to include closed loop referral systems- to comprehensively address cessation amongst pregnant women	RHSC, Local TPEPs	COHC, Pacific Source	July-20 (P3)	Oct-20 (P3)	

Activity Categories: Select which category best describes your activity	Activity Description	Responsible Party: Specify the person responsible for this activity	Partners: Specify which partners are involved in completing activity	Activity timeframe (Month - Year, Period #)		Notes (Max Length 100 Characters)
				Start Month-Year	End Month-Year	
Partner engagement	Meet with Central Oregon Diversity and Inclusion to get feedback and identify areas for collaboration that promote equitable services	RHSC, Local TPEPs	COHC	July-20 (P3)	Dec-20 (P3)	
Policy development and adoption	Develop appropriate policy options based on partner engagement and prioritization process- to include HER closed-loop referrals	RHSC, Local TPEPs	COHC	Oct-20 (P3)	Jan-21 (P4)	
Policy development and adoption	Develop workflows, incentives, as appropriate to support policy adoption	RHSC	Local TPEPs, COHC	Jan-21 (P4)	Apr-21 (P4)	
Policy implementation and maintenance	Develop an evaluation plan to address the effectiveness of reaching indicated populations	RHSC, Local TPEPs	COHC	Jan-21 (P4)	Apr-21 (P4)	
Policy implementation and maintenance	Identify and assess clinics readiness to expand HER closed-loop referrals for tobacco cessation and/or other strategies as identified	RHSC, Local TPEPs	COHC	Jan-21 (P4)	Jun-21 (P4)	
Partner engagement	Attend meetings with health systems partners in order to ensure synergy between work and leverage each others expertise for tobacco cessation, chronic disease prevention, etc.	RHSC, Local TPEPs		Jan-20 (P2)	Jun-21 (P4)	
Assessment	Evaluate the RHSC model. Determine recommendations for continuing regional health systems work that is responsive to all parties and supports systems change.	Local TPEPs	COHC	Apr-21 (P4)	Jun-21 (P4)	
Partner Engagement/Other	Incorporate as appropriate the recommendations into future TPEP work plans as well as propose the recommendations to COHC and other relevant health systems partners.	Local TPEPs	COHC and other relevant health systems partners	Apr-21 (P4)	Jun-21 (P4)	
Policy implementation and maintenance	Pilot strategies for increasing access to tobacco cessation resources- especially among indicated population- in a minimum of two clinic settings. One of those settings with a focus on closed loop referrals	RHSC, Local TPEPs		Feb-20 (P2)	Jun-21 (P4)	

Crook County Legal Counsel

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



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: January 29, 2020

RE: *Extension to Professional Services Agreement with Quality Heating for HVAC Repair/Maintenance at Extension Office*
Our File No.: Extension 47(A)

Attached is an Extension for the agreement with Quality Heating to continue the maintenance services on the HVAC system at the Extension Office for an additional year. The document has been signed by Quality Heating and Extension Manager Kim Herber recommends approval.

Please place this memo and the attached document(s) on the Wednesday, February 5, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

EXTENSION TO PROFESSIONAL SERVICES CONTRACT

This Extension to Professional Services Contract ("Extension") is entered into this 1st day of February 2020, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and Juniper Enterprises, Inc. dba Quality Heating (hereinafter "Contractor").

RECITALS

WHEREAS, on February 8, 2019, County and Contractor entered into a Professional Services Contract for inspection, maintenance, and repair of the HVAC system located at the Crook County Extension Office; and

WHEREAS, the Professional Services Contract is set to terminate at February 1, 2020; and

WHEREAS, County and Contractor desire to extend the term of the Professional Services Contract an additional year as set forth in this Extension.

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 from February 1, 2020 to February 1, 2021.
2. Reaffirmation of Professional Services Contract. Except as modified by this Extension Agreement, all terms and conditions of the Professional Services Contract 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.

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

For Contractor:

JUNIPER ENTERPRISES, INC. dba
Quality Heating

By: 

Signature

Michelle Belden

Print Name

Its: Service Manager

Date 1/29/2020

For County:

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: 2/5/2020

9

Crook County Sheriff's Office
You are invited to attend the...

Swearing-In Ceremony for

Parole and Probation Deputy Chris Overman



Please come congratulate
Chris Overman on his hire as a
Parole and Probation Deputy
and attend the ceremony.

It will be held at the
Crook County Court
Meeting Room,
320 NE Court Street,
on Wednesday, February 5, 2020
at 9:00 am.

Chris Overman moved to Central Oregon in 1995 where he graduated from Mountain View High School in Bend. After graduation, he went on to serve eight years in the U.S. Navy. Following his service in the U.S. Navy, he looked for a career that gave him the challenge he was looking for, and 2014 he joined the Deschutes County Sheriff's Office as a Corrections Technician.

After spending a little more than five years as a Corrections Technician, Chris is excited to have been selected to take on a sworn position with the Crook County Sheriff's office as a Parole and Probation Deputy.

He shares this excitement with his wife Amber, son Matthew and their parents who also live in the area.



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Crook County Sheriff's Office

You are invited to attend the...

Swearing-In Ceremony for

Parole and Probation Deputy Capri Edington



Please come congratulate
Capri Edington on her hire as a
Parole and Probation Deputy
and attend the ceremony.

It will be held at the
Crook County Court
Meeting Room,
320 NE Court Street,
on Wednesday, February 5, 2020
at 9:00 am.

Parole and Probation Deputy Capri Edington graduated from Stayton High School in 2011. After High School she spent over 5 years in the Navy as an aircraft mechanic. She made the rank of E-5 at the age of 20 and became the subject matter expert for her Command. She resigned from the Navy so she could pursue a career in Law Enforcement.

Capri went to college at Chemeketa Community College where she graduated with an Associate's Degree in Law Enforcement and completed a 2 year Law Enforcement Related Experience Program. After graduating she worked as an Armed Security Officer until she was hired as a Corrections Technician with the Crook County Sheriff's Office. Capri was a driving force in getting the new jail facility control center up and running.

Outside of work Capri enjoys camping, hiking, four wheeler riding, and pretty much anything outdoors. She also enjoys a good lazy day every now and then.



Crook County Sheriff's Office

You are invited to attend the...

Swearing-In Ceremony for

Reserve Deputy Michael Cofer



Please come congratulate
Michael Cofer on his hire as a
Reserve Deputy
and attend the ceremony.
It will be held at the
Crook County Court
Meeting Room,
320 NE Court Street,
on Wednesday, February 5, 2020
at 9:00 am.

Michael "Mac" Cofer was born and raised in Central Oregon. Moving to the valley in high school, he graduated from Central Linn High School at seventeen after which he went on to enlist in the United States Marine Corps.

During Michael's enlistment in the Marine Corps, he served as an intermediate level Airframes Mechanic on the V-22 and CH-53 airframes, as well as performing quality assurance duties and managing multiple work centers. During this time, Michael attended Central Texas College and earned an associate degree. He also attended Miramar Community College where he took an EMT course. Michael also volunteered over 1500 hours with the Young Marines youth program, mentoring children ages 8-18.

Since returning home to Central Oregon, Michael has attended OSU Cascades working towards a Bachelor of Science in Natural Resources Law Enforcement and working summers with the Oregon Department of Forestry out of the Prineville District as Wildland Firefighter.

Michael is excited for the opportunity to serve the citizens of Crook County as a Reserve deputy with Crook County Sheriff's Office.



Crook County Sheriff's Office

You are invited to attend the...

Swearing-In Ceremony for

Reserve Deputy Jeffrey Helman



Please come congratulate
Jeffrey Helman on his hire as a
Reserve Deputy
and attend the ceremony.
It will be held at the
Crook County Court
Meeting Room,
320 NE Court Street,
on Wednesday, February 5, 2020
at 9:00 am.

Reserve Deputy Jeffrey Helman moved to Central Oregon in 2018 from California. He currently works remotely for a software company based in the Bay Area. Jeff lives with his wife and is expecting a child in March of this year.

Jeffrey holds a bachelor's degree in History from San Jose State University and most of his professional career revolves around operations-based roles for software/IT companies. He also managed local and international team members from various countries around the globe.

Prior to these roles, Jeffrey tutored at-risk Middle School students in Stockton, CA."

Jeff is excited for this opportunity and hopes to pursue a full time law enforcement position after gaining some experience with the reserve program.



Crook County Sheriff's Office

You are invited to attend the...

Swearing-In Ceremony for

Corrections Deputy Eric Sundquist



Please come congratulate
Eric Sundquist on his hire as a
Corrections Deputy
and attend the ceremony.
It will be held at the
Crook County Court
Meeting Room,
320 NE Court Street,
on Wednesday, February 5, 2020
at 9:00 am.

Corrections Deputy Eric Sundquist relocated to Central Oregon in 2018 with his wife to be closer to family and friends. They previously lived in Hillsboro, where he worked for the Washington County Sheriff's Office since 1996.

Deputy Sundquist has 19 years of law enforcement experience. During the summer of 2019 Eric was selected to work our BOR contract. While working for the Washington County Sheriff's Office he was a Corrections Deputy during their transition from an older jail to their new facility in 1998. He also spent 6 years working as a Patrol Deputy. He was selected to special assignments of Field Training Officer, managing an inmate worker program of up to 95 inmates, training officers on mobile data terminals and other areas of technology improvement. His years of experience at a larger agency and going through a new facility transition will be an added benefit to our agency.

Prior to working in Law Enforcement, Eric served in the Marine Corps Reserve for 6 years. He grew up in the Damascus, Oregon area. Eric is very familiar with Central Oregon. He spent a lot of time camping and motorcycle riding out here while growing up and into his adult life.



Crook County Sheriff's Office
You are invited to attend the...

Swearing-In Ceremony for

Criminal Detective Javier Sanchez



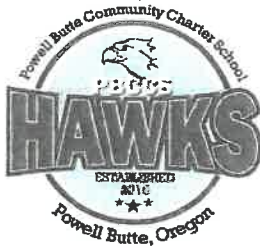
Please come congratulate Deputy
Javier Sanchez on his promotion to
Criminal Detective. The ceremony
will be held at the
Crook County Court

Meeting Room,
320 NE Court Street,
on Wednesday, February 5, 2020
at 9:00 am.



FEB. 5, 2020

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Powell Butte Community Charter School

13650 SW Highway 126

Powell Butte, OR 97753

541.548.1166

www.powellbuttecharterschool.org

info@powellbuttecharterschool.org

fundraising@powellbuttecharterschool.org

Request Fee Waiver

Powell Butte Community Charter School (PBCCS) is planning their annual fundraising event! *Saddle Up Casino Night* is a fun-filled adult evening will feature gaming tables, great food and drinks, a silent auction, exciting raffles and more to help support the school! The event will take place on Saturday, May 16, 2020 at Carey Foster Hall on SE Lynn Blvd, Prineville.

Fundraising is a big part of our school. PBCCS receives 17% *less* state funding per student than other public schools, totally approximately \$300,000 per year. For this reason our core academic programs and enrichment rely upon our ability to raise funds from outside sources. At PBCCS, fundraising doesn't just fund "extra" - it is necessary to keep our doors open and providing exceptional opportunities for our students.

All funds raised directly benefit PBCCS students. By giving to PBCCS you will be assisting us in meeting our goal of providing our students with enrichment opportunities in art, music, physical education and place-based learning.

There are many ways that you can support PBCCS' Casino Night:

- **Come to the event!** Early bird ticket specials are available until February 15. Check out the PBCCS website for details. Play Blackjack, Craps, Roulette & Hold'Em. Entry ticket includes a western style dinner, casino "funny money" and raffle tickets. Casino games by Team Casino and a no host bar.
- **Sponsorship opportunities!** Gain exposure for your business! Your company will be promoted through our event publications, website, social media and e-newsletters.
- **Contribute an item(s), service(s) or basket(s)** to the silent auction or raffle.

In addition, the value of your sponsorship or donation may be tax-deductible, PBCCS is a 501(c)(3) organization, tax ID # 27-1434361.

For additional information, to make a contribution or to be a sponsor please contact:

Lucinda Hollis

fundraising@powellbuttecharterschool.org

On behalf of our students, thank you for your generosity. We are grateful for your support.

Sincerely,

Lucinda Hollis
Event Chair

541-788-1722

Jenn Berry-O'Shea
Administrator

Carey Foster Hall
Fee Waiver

325.00 RENTAL
110.00 KITCHEN
700.00 DEPOSIT
100.00 KITCHEN

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Saddle Up Casino Night

In support of Powell Butte Community Charter School

Recognition At Event

As an event sponsor your business logo will be prominently displayed throughout the evening.

Casino Table Sponsor Recognition & Signage
Blackjack, Hold'Em, Craps & Roulette tables available
 Business Logo During Slideshow
 Business Banner Displayed At Event (your banner)

Sponsorship Perks

As part of your sponsorship you will receive the following to maximize the evening fun for you and your guests!

Event Tickets	12	8	4
Reserved Dinner Table	2 tables	1 table	-
Event Promotion			
Facebook Promo (reach est 9000)	Yes	Yes	Yes
Instagram (reach est 2000)	Yes	Yes	Yes
Website	Yes	Yes	Yes
Newsletter (reach est 300)	Yes	Yes	Yes
E-Mail Blast (reach est 300)	Yes	Yes	Yes
Logo on Banner hung at school (logo size)	Yes	Yes	Name only
Title Sponsor Recognition	Yes	-	-





SPONSORSHIP RESERVATION FORM

SPONSOR INFORMATION

COMPANY NAME (if applicable) _____

CONTACT PERSON _____

PHONE _____ EMAIL _____

MAILING ADDRESS _____

WEBSITE _____

SPONSORSHIP LEVEL

___ High Roller \$2,000

___ Jackpot \$1,500

___ Hot Streak \$500

TOTAL SPONSORSHIP AMOUNT \$ _____

Please mail/email form to the contact below.

Checks payable to Powell Butte Community Charter School

Powell Butte Community Charter School
13650 SW Highway 126
Powell Butte, OR 97753

Contact: Maggie Townsend
Telephone: 541-548-1166
Email: mtownsend@powellbuttecharterschool.org

Thank you for your support of Powell Butte Community Charter School!

PBCCS is a 501(c)(3) non-profit organization, tax ID #27-1434361



PROCUREMENT FORM

Thank you for donating to Powell Butte Community Charter School's *Saddle Up Casino Night* fundraising event. By giving to Powell Butte Community Charter School you will be assisting us in meeting our goal of continuing to provide our students with enrichment opportunities in art, music, physical education and place-based learning.

DONOR INFORMATION	
Business Name: _____	
Contact Name: _____	Phone: _____
Address: _____	Email: _____
City/State/Zip: _____	Website: _____
Item Name:	Donor Stated Value: \$ _____
Item Details (This information will be used to create a catalog description): _____	
Item Restrictions (Dates available, expiration date, exclusions, etc.): _____	
Intangible Items: <input type="checkbox"/> Donor will provide gift certificate <input type="checkbox"/> PBCCS will create gift certificate	Delivery <input type="checkbox"/> Item enclosed/attached <input type="checkbox"/> Donor will deliver items by date: _____
Donor Signature: _____ Date: _____	

Please return to by mail or email:

Powell Butte Community Charter School • Attn: Lucinda Hollis • 13650 SW Highway 126
Powell Butte, OR 97753 • Email: fundraising@powellbuttecharterschool.org

Powell Butte Community Charter School is a non-profit 501(c)3. Federal Tax No. (EIN): 27-1434361



SATURDAY, May 16th, 2020

Carey Foster Hall ♦ SE Lynn Blvd, Prineville

Early Bird Ticket Specials

Available December 19 - March 14

Single Package, \$40

1 Dinner Ticket, \$10 in Casino "Funny Money", 30 General Raffle Tickets

Couples Package, \$80

2 Dinner Tickets, \$25 in Casino "Funny Money", 50 General Raffle Tickets

The Bus, \$300

6 Dinner Tickets, \$90 in Casino "Funny Money", 60 General Raffle Tickets

ORDER TICKETS ONLINE - <https://forms.gle/hnCeWKqZdiG3NYhE9>

Sponsorship Opportunities

Show your support for PBCCS by being an event sponsor.

Sponsorship levels:

♦ High Roller - \$2,000 (*only 1 available*)

♦ Jackpot - \$1,500

♦ Hold 'Em Tournament - \$1,000 (*only 1 available*) ♦ Hot Streak - \$500

Perks include:

♦ All sponsorships are **tax deductible** - we have time to get them in for 2019!

♦ Your business promoted throughout the greater community.

♦ Event tickets, including a great dinner and fun evening of gaming.

♦ The satisfaction of knowing that you are supporting kids in getting an amazing educational experience!

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

**IN THE MATTER OF FINDINGS
AUTHORIZING A SOLE SOURCE
PROCUREMENT OF WINDOWS 365e
COMPUTER LICENSES AS A SOLE
SOURCE, PURSUANT TO ORS 279B.075
AND CROOK COUNTY CODE
3.12.090(13)**

ORDER 2020-04

WHEREAS, ORS 279B.075 states that the Local Contract Review Board may exempt certain public contracts or classes of contracts from competitive bidding, but in doing so, must include findings of fact; and

WHEREAS, ORS 279B.075 states that the determination of a sole source must be based on written findings and may include circumstances where the efficient utilization of existing goods requires the acquisition of compatible goods and services; and

WHEREAS, Crook County Code Section 3.12.090 states that the County Court as Local Contract Review Board may exempt certain public contracts or classes of contracts from competitive bidding or quoting upon a finding by the County Court that the purchase of a specific type or class of materials from a particular vendor or manufacturer is necessary to maintain continuity within an existing system; and

WHEREAS, Crook County uses Microsoft software products to operate its business enterprise equipment, such as its desktop computers and server systems, and switching to a different operating system would be prohibitively expensive and time-consuming at this juncture. Therefore, the efficient utilization of existing software requires acquiring compatible software; and

WHEREAS, the currently used version of Microsoft's Windows operating system is a version of Windows 7, and Microsoft has determined that it will no longer offer support for this software; and

WHEREAS, the County must therefore obtain licenses for a new Microsoft operating system. The Crook County IT department has advised the County Court that Microsoft has a business arrangement with one distributor which then operates through vendors of record.

Those vendors of record operate within certain territories, which for the area encompassing Crook County is the company CDW-G; and

WHEREAS, the proposed purchase of Windows licenses (specifically the programs Windows 365 e5 and Office 365 g3 for Microsoft Office and Microsoft Exchange) is anticipated to cost \$65,248.50 for the first year, with Microsoft-required annual subscription payments to follow thereafter.

NOW, THEREFORE, the Crook County Court adopts the above recitals as its Findings of Fact, and **ORDERS** and **DIRECTS** based on the above findings and pursuant to ORS 279B.075 and Crook County Code 3.12.090(13), that the Crook County IT Department may obtain sufficient software licenses from Microsoft's designated regional vendor CDW-G, without competitive bidding, in an amount not to exceed \$65,248.50 for the first year. The Crook County IT Department is directed to negotiate with the sole source to obtain contract terms that are advantageous to the County as contracting agency.

Dated this 5th day of February 2020.

CROOK COUNTY COURT

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	_____	_____	_____	_____

Crook County Legal Counsel

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MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: January 27, 2020

RE: *Amendments to Employee Handbook*
Our File No.: HR 320 Employee Handbook Updates

Order
2020-06

The 2019 legislature passed several bills relating to employment law in Oregon. A handful of such bills required changes to the County's employee handbook to conform to the new laws, some effective January 1, 2020. The Bureau of Labor and Industries (BOLI) will often provide model language for these changes, but has not yet done so. However, CityCounty Insurance Services (CIS) has provided model language; much of the County's new handbook language borrows from their example.

A brief summary of the legislation and amendments to the handbook are as follows:

1. HB 2593: Relating to expression of milk in the workplace.

- **Summary:** Conforms Oregon law to federal law and amends ORS 653.077. Requires employers to provide reasonable rest period to employees returning with newborns to express milk each time the employee has the need to express milk.
- **Handbook revision:** The County had a provision for the expression of milk (Section II: Employment Policies and Practice; Breaks), but it did not conform exactly with the new law.

2. HB 2341: Relating to reasonable accommodation for pregnancy-related conditions.

- **Summary:** This bill relates to reasonable accommodation for pregnancy related conditions. Specifically, it makes it an unlawful practice for an employer—because of known limitations related to pregnancy, childbirth, or related medical condition of a job applicant or employee—to take certain action related to reasonable accommodations or to deny reasonable accommodations related to those conditions.
- **Handbook revision:** The County handbook had no provision for pregnancy accommodation; a new section was added in Section II just under the ADA accommodation section.

3. SB 479 & SB 726: Relating to workplace harassment and non-disparagement agreements.

- **Summary:** These two bills overlap to some extent, with SB 479 applying only to public employers. Among other requirements, section 2 of SB 479 requires public employers to adopt a written policy that seeks to prevent workplace harassment. SB 726 makes mandatory nondisclosure/nondisparagement provisions relating to employment an unlawful employment practice. SB 726 also requires written policies with procedures for the reduction and prevention of discrimination. Perhaps most notably, SB 726 expands the statute of limitations under OWFA for an employee to bring a claim of discrimination, harassment, or retaliation to BOLI or civil court from one year to five years.
- **Handbook revision:** The County handbook had a section on anti-discrimination/anti-harassment in Section VI: Employee Conduct. Significant additions were added there to conform to these two laws. The County's time limit to bring a grievance was also revised to except grievances for harassment/discrimination.

4. County handbook general formatting consistency.

- **Summary:** In undertaking this project, I noticed a great deal of variation in the headings and organization of the handbook (i.e., bulleted headings, capitalization, etc.)
- **Handbook revision:** I went through and updated all handbook headings 1-3 so that the font and style were consistent throughout. I also fixed a few typos and updated the table of contents to show only headings 1-2. No substantive changes were made.

Please place this memo and the attached document(s) on the Wednesday, February 5th, 2020 County Court Agenda as a DISCUSSION ITEM, for approval and signatures

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

IN THE MATTER OF)
AMENDING THE CROOK)
COUNTY EMPLOYEE)
HANDBOOK RE:) ORDER NO. 2020-06
PREGNANCY, NURSING,)
AND HARASSMENT)

WHEREAS, Crook County is committed to hiring qualified, capable employees so as to better effectuate its mission to provide high quality public services to our constituents; and

WHEREAS, from time to time it is useful and prudent to review the County's employee recruitment policies to incorporate changes to the law, personnel, and practical experience; and

WHEREAS, the following revisions to its Employee Handbook are adopted in order to strengthen and improve the County workforce.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. The Crook County Employee Handbook section entitled "Expression of Breast Milk" is amended as depicted on the attached Exhibit A, with additions underlined, deletions ~~struck through~~.

///

Section 2. The Crook County Employee Handbook section entitled “Pregnancy Accommodations” is added as depicted on the attached Exhibit B, with additions underlined.

Section 3. The Crook County Employee Handbook section entitled “Anti-Discrimination / Anti-Harassment” is amended as depicted on the attached Exhibit C, with additions underlined, deletions ~~struck through~~.

Section 4. The Crook County Employee Handbook section entitled “Grievance Process” is amended as depicted on the attached Exhibit D, with additions underlined, deletions ~~struck through~~.

Section 5. County staff are authorized to make further formatting and pagination changes as may be necessary to effectuate this Order 2020-06.

DATED this 5th day of February 2020.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

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

EXHIBIT A

• ***Expression of Breast Milk***

The County will provide reasonable rest periods to accommodate an employee who needs to express milk for her child eighteen (18) months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, or if the employee is exempt from overtime laws, the employee is entitled to take a reasonable period each time the employee has a need to express milk.

The County will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time the County is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time.

If an employee takes unpaid rest breaks, the County may, at the discretion of the employee's supervisor, allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid rest periods. The County will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this policy.

The County will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, the County will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.

Notice. An employee who intends to express milk during work hours must give their supervisor or the Human Resources Director reasonable oral or written notice of her intention to do so in order to allow the County time to make any preparations necessary for compliance with this rule.

Storage. Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

~~Female employees breastfeeding a child 18 months or younger are allowed a 30 minute unpaid break during each 4 hour work period or major part of a 4 hour work period for expression of breast milk; the break should be taken by the employee approximately in the middle of the work period.~~

~~If an employee takes the 30 minute break by adding time to a paid 10 minute rest period, ten minutes of the break will be paid, the remaining portion will not. With prior approval from her manager, an employee may choose to work before or after her normal shift to make up the amount of time used during the unpaid portion of the rest period. If the employee does not make up the unpaid time, the employee will not receive compensation for the breast milk expression time. Employees cannot be required to make up the unpaid time. Pursuant to Oregon law, in calculating the number of hours worked as it relates to health insurance, the County shall treat any unpaid rest periods used by the employee to express milk as paid work time for the purposes of measuring the number of hours the employee works.~~

Exhibit B

PREGNANCY ACCOMMODATION:

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact the Human Resources Director to discuss their options for continuing to work and, if necessary, leave of absence options. The County will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on the County's operations.

Although this policy refers to "employees," the County will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

- ***Requesting a Pregnancy-Related Accommodation***

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with the Human Resources Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist the County and the employee find an effective accommodation, or to verify the employee's need for an accommodation. Both the County and employee must monitor the employee's accommodation situation and make adjustments as needed.

- ***No Discrimination, No Retaliation***

The County prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by the County; or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation. Under Oregon law, an employer can't require an employee to use FMLA if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of the County. Also, no employee will be denied employment opportunities if the denial is based on the need of the County to make reasonable accommodations under this policy.

- ***Leave of Absence Options for Pregnant Employees***

Employees who are pregnant or experiencing pregnancy-related medical conditions should also be aware of their leave of absence options under the Oregon

Family Leave Act and the Family Medical Leave Act. See policies on page 55, or speak with the Human Resources Director.

Exhibit C

Anti-Discrimination / Anti-Harassment:

anti-discrimination / anti-harassment:

Crook County is and will continue to be committed to providing a work environment in which all employees are treated with respect. Crook County will not tolerate any form of harassment or discrimination. Harassment and discrimination are forms of misconduct that undermine the integrity of the employment relationship, may violate the law and may have serious consequences for the employees involved and the County.

Accordingly, it is the responsibility of every employee to cooperate with and assist in the implementation of this policy.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or with the Human Resources Director, at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during County-related or -sponsored trips (such as conferences or work-related travel), and during non-working hours when that off-duty conduct creates an unlawful hostile work environment for any of County's employees. Such harassment is prohibited whether committed by County employees or by non-employees (including elected officials, members of the community, volunteers, interns and vendors).

This policy is not meant to interfere with or discourage friendships among employees. However, employees must be sensitive to statements or conduct which could be considered offensive by others and must refrain from making such statements or engaging in such conduct. Employees who engage in conduct which violates this policy shall be subject to disciplinary action, up to and including termination of employment.

1. Definitions

Harassment:

County policy prohibits harassment against an individual based on the individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility towards an individual because of that individual's protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;

- Displaying racist symbols anywhere on County property;
- "Teasing" or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person's religious beliefs, or "pushing" your religious beliefs on someone who doesn't have them;
- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct. For purposes of this policy, "harassment" is defined to mean statements or behavior that is unwelcome; personally offensive; or that fails to respect the dignity of co-workers and which is based on race, color, religion, sex, age, marital status, national origin, family relationship, sexual orientation or gender identity, political affiliation, physical or mental disability, veteran status or any other "protected classification" established by federal, Oregon or local law.

Sexual Harassment:

Sexual harassment includes unwelcome sexual advances, sexual assault, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are:

- unwanted sexual advances;
- demands for sexual favors in exchange for favorable treatment or continued employment;
- sexual jokes;
- flirtations;
- advances or propositions;
- verbal abuse of a sexual nature;
- comments about an individual's body, sexual prowess, or deficiency;
- talking about your sex life or asking others questions about theirs;
- leering or whistling;

- unwelcome touching or assault;
- sexually suggestive, insulting, or obscene comments or gestures;
- displays of sexually suggestive objects or pictures;
- making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or
- discriminatory treatment based on sex.

~~This is not a complete list. For purposes of this policy, "sexual harassment" is defined to mean harassment based on sex or gender and includes, but is not limited to, sexual advances, requests for sexual favors and other verbal or physical conduct which is of a sexual nature or is based on gender where submission to such conduct is made, or implied to be, a term or condition of employment, submission to, or rejection of such conduct is used as a basis for employment decisions or such conduct has the effect of interfering with an employee's work performance or creates a work environment which is hostile, intimidating, uncomfortable or offensive. Sexual harassment can include unwelcome jokes, remarks, gestures, epithets or slurs; sexually graphic, suggestive or nude pictures, cartoons or other images; physical contact or graphic communications of a sexual nature; unwelcome flirtation, propositions or sexual advances; gossip or comments about a person's physical appearance and gossip or comments about a person's sexual or interpersonal relationships.~~

Discrimination:

For purposes of this policy, "discrimination" is defined to mean unequal and unfavorable treatment of an employee which is not permitted by federal and/or Oregon law and which is based on race, color, religion, sex, age, marital status, national origin, family relationship, sexual orientation or gender identity, political affiliation, physical or mental disability or perceived disability, veteran status or any other "protected classification" established by federal, Oregon or local law.

● **Complaint Procedure**

All employees, volunteers, and interns have the right to make a complaint or discuss this policy with any member of management or the Human Resources Director if they feel they have been wrongfully harassed, witnessed behavior which they view as harassment or if they have questions relating to the issue of harassment. If you feel you were subjected to wrongful harassment, you are expected to and required to should bring the matter to the attention of your supervisor as soon as the problem arises. Employees and supervisors are strongly encouraged to document the information or incident in any written or electronic form, or with a voice mail message (or phone call). If you are unable to resolve the problem by speaking with your supervisor or if the complaint involves your supervisor, or if you feel uncomfortable discussing the issue with your supervisor, you should report the problem immediately to the designated human resources officer or any other member of management. In addition, any employee who observes such conduct must immediately report it to his or her supervisor, to the designated human resources officer or any other member of management.

Supervisors and managers who witness or become aware of conduct which may violate this policy are required to address the conduct and are required to report the conduct to the designated human resources officer as soon as reasonably possible, not to exceed three (3) calendar days. Any supervisor or manager who witnesses or becomes aware of conduct which may violate this policy and does not report the conduct to Human Resources will be subject to discipline, up to and including possible termination of employment.

- **Prohibition Against Retaliation**

Any form of retaliation against a person who makes a complaint of possible harassment or discrimination or who cooperates with or participates in any investigation of any complaint of possible harassment or discrimination is strictly prohibited. Retaliation includes, but is not limited to shunning or treating the person in a "non-professional" manner or otherwise taking action against the person which adversely affects the conditions of the person's employment. If you believe you have been subjected to retaliation for making a complaint of harassment, or if you observe that another employee has been subjected to such retaliation, you are expected and required to report the matter immediately by using the above Complaint Procedure. Any complaint of retaliation will be investigated under this policy as a possible violation of this policy.

- **Investigation of Complaints and Confidentiality**

The designated human resources officer, in consultation with County legal counsel, is responsible for the investigation of all complaints of conduct which violates this policy. Upon receiving a complaint of harassment or discrimination or upon becoming aware of conduct which may violate this policy, the designated human resources officer shall first determine if the conduct could violate this policy. If it is determined that the conduct could violate this policy, an investigation will be conducted to determine if a violation of this policy has occurred. The level of investigation will be determined by the designated human resources officer. Any investigation will be commenced promptly and will be conducted fairly and as quickly as possible, depending on the circumstances.

The alleged victim of the harassment or discrimination, each complainant and the employee who is alleged to have engaged in the harassment or discrimination will be informed at the conclusion of the investigation whether the alleged conduct constitutes a violation of this policy.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the County's complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although the County cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against the County, the employee must provide written notice of the claim within 180 days of the act or

omission the employee claims has caused him/her harm. When an employee can prove harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

• **Corrective Action**

After an investigation is conducted, if it is determined that a violation of this policy has occurred, appropriate corrective action will be taken by the County. Corrective action may include, but is not limited to, counseling, warning, further training or instruction, reassignment, oral or written reprimand, suspension without pay, demotion, termination of employment or any other disciplinary action which is consistent with the County Personnel rules and the terms of any collective bargaining agreement given the nature and seriousness of the conduct or violation and all relevant circumstances.

The County reserves the right and authority to take corrective or disciplinary action to address any conduct or behavior discovered during an investigation which does not constitute a violation of this policy but which is otherwise inappropriate or constitutes a violation of another County policy or policies.

• **Other Resources Available to Employees**

The County provides an Employee Assistance Program (EAP) through Guidance Resources to employees and dependents enrolled in the County's medical coverage. For access to confidential help, call toll-free: 1-800-697-0353, or go online to www.guidanceresources.com. The EAP program provides confidential counseling services and educational tools such as resources relating to personal issues, financial coaching, legal consultation, and others.

The County cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information: <https://www.osbar.org/public/>.

• **Other Employee Rights**

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his/her experience.

The County is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires the County to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with the County regarding his/her experience and/or employment status, the employee should contact the Human Resources Director. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If the County and employee do reach an agreement, the County will not require or coerce an employee to enter into a nondisclosure agreement (which would prohibit the

employee from discussing or communicating about his/her experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightly about the County or making comments that would lower the County in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that the County and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

Exhibit D

Ggrievance Pprocess:

Crook County will promptly consider and equitably administer employee grievances relating to employment conditions and relationships. The County encourages the resolution of grievances informally between employee(s) and their managers and supervisors. Employee(s) shall initially communicate with their immediate managers and supervisors and attempt to resolve issues short of filing a grievance. If that is not possible, however, employee(s) shall utilize the following procedure.

Step 1 – With the exception of harassment complaints, tThe aggrieved employee or group of employees shall orally present the grievance to the immediate manager or supervisor within five (5) working days from the occurrence giving rise to the grievance. The manager or supervisor will give his or her written reply within five (5) working days following the date of grievance presentation. If the manager or supervisor is the subject of the grievance, this step shall not be required and the grievance shall proceed to Step 2.

16

1st Reading

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

AN ORDINANCE AMENDING CROOK
COUNTY CODE 15.04 REGARDING THE
BUILDING AND FIRE CODES, AND DECLARING
AN EMERGENCY

ORDINANCE 318

WHEREAS, under ORS Chapter 455, the Department of Consumer and Business Affairs, Building Code Division, is responsible for operating the statewide system of building code inspections to ensure that buildings within the State of Oregon are constructed in a manner that will promote the safety of those constructing the buildings and thereafter occupying the buildings; and

WHEREAS, Building Codes Division (BCD) has delegated that responsibility onto Crook County, which has agreed to operate the building inspection program locally to help ensure the timely and thorough inspection of local projects, according to the law; and

WHEREAS, on or about October 2019, BCD announced that it was no longer going to inspect a large number of structures/activities which had been subject to inspection for many years previously. The effective date of BCD's cessation was January 1, 2020. Thereafter, those cities, counties, or locations for which BCD itself provided the building inspection services would no longer have the following activities inspected:

- Any residential driveways.
- Any residential downspouts.
- Painting of structures.
- Agricultural buildings on farm parcels.
- Equine facilities on farm parcels.
- Solar panel pillars/stands.
- Small accessory buildings.
- Sidewalks.
- Patio coverings.
- Roofing repairs.
- Seismic rehabilitation plans.
- Abatement of nuisances and dangerous buildings.
- Fire safety during construction.
- Demolition.
- Protection of adjoining property.
- Encroachments into the public way.

- Retaining walls
- Fences
- Tanks
- Cellular phone, radio, television and other telecommunication and broadcast towers, in compliance with federal law.
- Flagpoles.
- Building Code aspects of signs.
- Floating structures.
- Docks.
- Fixed piers or wharves.
- Equipment shelters.
- Administration and implementation of a National Flood Insurance Program (NFIP).
- Transitional housing accommodations.
- Matters related to structures that are not otherwise encompassed by this code.

; and

WHEREAS, in its October 2019 announcement, BCD stated that local entities which operate the building inspection programs could voluntarily opt to continue to inspect 19 structures/activities, which include:

1. Seismic rehabilitation plans.
2. Abatement of nuisances and dangerous buildings.
3. Fire safety during construction.
4. Demolition.
5. Protection of adjoining property.
6. Encroachments into the public way.
7. Retaining walls
8. Fences
9. Tanks
10. Cellular phone, radio, television and other telecommunication and broadcast towers, in compliance with federal law.
11. Flagpoles.
12. Building Code aspects of signs.
13. Floating structures.
14. Docks.
15. Fixed piers or wharves.
16. Equipment shelters.
17. Administration and implementation of a National Flood Insurance Program (NFIP).
18. Transitional housing accommodations.
19. Matters related to structures that are not otherwise encompassed by this code.

; and

WHEREAS, in order to help ensure the safety of those who live, work, and visit Crook County, and who are employed in the construction and renovation industries, it is prudent for Crook County to continue to inspect those structures/activities which it has been inspecting heretofore and which BCD has stated that local governments may inspect.

NOW, THEREFORE, the Crook County Court ordains as follows:

Section One: Section 15.04.010(2) is deleted in its entirety, and replaced with the following:

The most recently adopted versions of the following codes, which have been obtained by Crook County, as each are from time to time amended and revised, shall be the applicable codes for Crook County, and shall be the codes on file: the State of Oregon Structural Specialty Code, the Oregon Mechanical Specialty Code, the Oregon Plumbing Code, the Oregon Electrical Specialty Code, the Oregon Solar Installation Specialty Code, the Oregon Energy Efficiency Specialty Code, the Oregon Fire Code, the Oregon Residential Specialty Code, and the Oregon Manufactured Dwelling Installation Specialty Code. These codes shall be used to regulate the necessity for the issuance of permits, to regulate and control the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures, the installation and operation of mechanical equipment, and to protect people and property to a reasonable degree from the hazards of fire, explosion, and public panic, and these codes by reference are made a part of this chapter as though fully set forth herein, except that the fees to be charged for building permits shall be as set forth in CCC 15.04.020.

Section Two: Section 15.04.020 is amended to include a new subsection (3), to read as follows:

- (3) The building official has the additional authority to regulate the following:
- a. Pursuant to the regulation of dangerous buildings, the building official may adopt seismic rehabilitation plans that provide for phased completion of repairs that are designed to provide improved life safety but that may be less than the standards for new buildings.
 - b. Abatement of nuisances and dangerous buildings.
 - c. Fire safety during construction.
 - d. Demolition.
 - e. Protection of adjoining property.
 - f. Encroachments into the public way.
 - g. Retaining walls
 - h. Fences
 - i. Tanks
 - j. Cellular phone, radio, television and other telecommunication and broadcast towers, in compliance with federal law.
 - k. Flagpoles.
 - l. Building Code aspects of signs.
 - m. Floating structures.
 - n. Docks.
 - o. Fixed piers or wharves.
 - p. Equipment shelters.
 - q. Administration and implementation of a National Flood Insurance Program (NFIP).
 - r. Transitional housing accommodations.
 - s. Matters related to structures that are not otherwise encompassed by this code.

Section Three: A new Section 15.04.025 is adopted, to read as follows:

15.04.025 Right of Entry, Service Utilities, Unsafe Structures.

(1) Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Code or to exercise the authority of the building official, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation

of this Code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry required. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

(2) Certificate of Occupancy. Issuance of Certificate of Occupancy is contingent upon the requirements of the State of Oregon Building Codes as well as other applicable County requirements.

(3) Service Utilities.

- a. Connection of Service Utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this Code for which a permit is required, until released by the building official.
- b. Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.
- c. Authority to Disconnect Service Utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by the building code in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by subsections 1 and 2 above. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter

(4) Unsafe Structures and Equipment.

- a. Conditions. Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.
- b. Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.
- c. Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.
- d. Method of Service. Such notice shall be deemed properly served if a copy thereof is: delivered to the owner personally; sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's agent or on the person responsible for the structure shall constitute service of notice on the owner.
- e. Restoration. Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations,

additions and change of occupancy shall comply with the requirements of the Building Code.

Section Four: If any portion of this Ordinance 318 is found by a court of competent jurisdiction to be invalid, all other portions of this Ordinance will remain in full force and effect.

Section Five: Emergency Clause. This Ordinance 318 being necessary for the health, safety, and welfare of the people of Crook County, an emergency is declared to exist, and Ordinance 318 becomes effective immediately upon the second reading.

First Reading: February 5, 2020

Second Reading: February 19, 2020

DATED this _____ day of February 2020.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

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

Crook County Legal Department

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



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: January 28, 2020

RE: *Bid results for RFPs 2020-01 and 2020-02, Oil and Rock re Summer Chip Seal Season*

Our File Nos.: RFP 2020-01: Road # 345
RFP 2020-02: Road # 346

In preparation for the summer chip sealing season, the County simultaneously published two Requests for Proposals: the first, designated 2020-01, sought competitive bids for the delivery of 950 tons of oil, plus the operation of a distributor truck; the second, designated 2020-02, sought competitive bids for the delivery of 8,250 tons of 3/8 inch-minus-eight rock to the Road Department.

The County received one bid for the oil RFP, from Albina Asphalt.

The County received four bids for the rock RFP, with the apparent low bidder being SMAF Construction, LLC.

Having reviewed the bids, my recommendation is as follows:

1. The County award the contract for the oil RFP to Albina Asphalt, as the only bidder. The bid was noncompliant, and I recommend the contract contained in the RFP be modified as discussed below.
2. The County award the contract for the rock RFP to SMAF, as being the lowest responsive bidder.

Please let me know if you have any questions.

1. *Albina Asphalt's bid for the oil RFP (No. 2020-01)*

Albina Asphalt submitted a bid on time, and proposed a charge of \$492.50 per ton, including freight, for the 950 tons of oil. This totals \$467,875.00. They submitted a bid bond, as required by the RFP, to cover an amount equal to 10% of their bid.

17:18

However, although Albina lists a cost per hour for the operation of the distributor truck (\$250.00), Albina did not specify the number of hours the truck would be provided as the RFP required. Albina therefore did not include the costs for operation within their bid, and in turn, such costs were not included in their bid bond. For these reasons, the bid is noncompliant with the terms of the RFP.

Because Albina has a satisfactory history of working with the County, and because the bid bond's penal sum is already a substantial amount (\$46,787.50), Bob O'Neal and I are comfortable recommending the County award a contract to Albina Asphalt as the lowest non-responsive bidder. The County could propose to Albina that the form contract, included in the RFP as a sample, be modified to include a not-to-exceed amount. This amount would reflect both the costs for the oil, and the County's good faith estimate of the amount of time the operation of the distributor truck may be required. If the weather cooperates, the County would only be charged for the time actually spent. If the weather does not cooperate, the parties could decide to amend the contract to increase the not-to-exceed figure.

For these reasons, **I recommend a motion** to award the contract for RFP 2020-01 to Albina Asphalt as to lowest non-responsive, responsible bidder, subject to the negotiation of a not-to-exceed cost for the oil and distributor truck.

2. *SMAF's bid for the delivery of rock (RFP 2020-02)*

The County received four bids for the delivery of the 3/8"-8 rock:

- | | |
|--------------------------|---------------|
| • SMAF Construction, LLC | \$112,860.00. |
| • Taylor NW | \$115,500.00. |
| • High Desert Aggregate | \$152,625.00. |
| • Knife River | \$158,812.50. |

SMAF's proposal equals \$13.68 per ton, including freight, to deliver the rock to the Road Department. The bid is in full compliance with the requirements of the RFP, and the County has a satisfactory history of engaging SMAF.

For these reasons, **I recommend a motion** to award the contract for RFP 2020-02 to SMAF Construction, LLC, as the lowest responsive responsible bidder, and to authorize signing the contract outside of court.

Normally, the County's practice is that such a contract be approved in a public meeting so that the terms would be available for the public to review prior to signing. However, because the terms of the contract have already been made available for public inspection by including the sample as part of the RFP, and because no additional changes are being proposed, signing outside of court would be appropriate.

3. *Next steps and conclusion*

If these recommendations are approved, the County will undertake two further projects. First, we will contact Albina Asphalt and negotiate the establishment of a not-to-exceed figure for the use of the distributor truck. This can be incorporated into a modified contract, which can thereafter be signed by the parties.

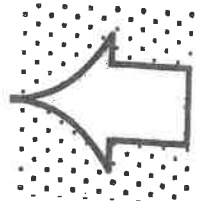
Second, the County will send a statutory Notice of Intent to Award to the four firms which bid on RFP 2020-02. This is a requirement under ORS 279B.055, 279B.060, and 279B.135, whereby the public agency sends a letter to all the bidders at least seven (7) days prior to awarding the contract. This allows the disappointed bidders to protest the award if they so choose. If no objection is received before the expiration of the notice period, the County can thereafter sign the contract with SMAF.

Please let me know if you have any questions.

***Please place this memo and the attached document(s)
on the Wednesday, February 5, 2020 County Court
Agenda as a DISCUSSION ITEM.***

Re: Albina Asphalt Bid for Chip Seal Oil Purchase & Distribution

Approved by the Crook County Court this 5th day of February 2020.



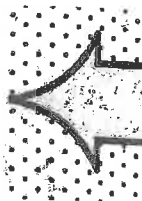
Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Re: SMAF Bid for Chip Seal Rock Purchase

Approved by the Crook County Court this 5th day of February 2020.



Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner