CROOK COUNTY WORK SESSION

Administration Conference Room 203 NE Court Street, Prineville, OR

Tuesday March 14, 2023 at 9 a.m. Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 2557 624 5694 Meeting Password: 37qgD2rbpy2

	Requester	Discussion Matter	Packet Docs
1		Public Comment	
2	Kelsey Lucas	Enterprise Zone Re-Designation	\checkmark
3	Katie Plumb	Regence BlueCross BlueShield Amendment	\checkmark
4	Katie Plumb	Registered Dietitian Subcontract for WIC program	\checkmark
5	Katie Plumb	Position Reclassification: Perinatal Care Coordinator	\checkmark
6	Kim Barber	Road Department, Library and Weed Master Vacancies	\checkmark
7	John Eisler	An Ordinance Amending Title 9 of the Crook County Code, Adopting a New Chapter to Reduce Incidents of Truancy from Crook County School	s
8	Lindsay Azevedo	Contract for Wildlife Damage Management Services	\checkmark
9	Will VanVactor	Community Development Updates	\checkmark

Requests to be placed on the Work Session agenda are <u>due by 5 p.m. the Thursday before the Work Session</u>

March 14, 2023 Work Session Agenda

Requester	Executive Discussion Matter	Packet Docs
Exec #1	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	\checkmark
Exec #2	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	\checkmark
Exec #3	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	

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

*The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time. *The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.

> Requests to be placed on the Work Session agenda are <u>due by 5 p.m. the Thursday before the Work Session</u>

AGENDA ITEM REQUEST



Date: 3/6/23

Meeting date desired: 3/14/23

Subject: Enterprise Zone Re-Designation

Background and policy implications:

Our local zone is set to expire June 30, 2023.

Budget/fiscal impacts:

We have the go-ahead to get started from Art Fish at Business Oregon to proceed with our local process and the initial meeting will just be information on the zone's history and benefits of renewal, process steps/timeline and things of that nature.

Requested by:

Kelsey Lucas - kelsey@edcoinfo.com

Presenters:

Kelsey Lucas - kelsey@edcoinfo.com

Legal review (only if requested):

N/A

Elected official sponsor (if applicable): N/A



ENTERPRISE ZONE **CROOK COUNTY** REDESIGNATION



PROGRAM OVERVIEW ENTERPRISE ZONE

ESTABLISHED IN 1988; 76 STATE ZONES

CROOK COUNTY INCLUDED IN 2012 UPDATED BOUNDARIES IN 2013

APPLICATIONS FOR RENEWAL ARE DUE JUNE 1, 2023

STATEWIDE PROGRAM SUNSETS ON JUNE 30, 2025

INCENTIVE TO ATTRACT BUSINESS INVESTMENT AND ENCOURAGE JOB CREATION **OREGON ENTERPRISE ZONE (ORS 285 C)**

TAX ABATEMENT ON NEW PLANT AND/OR EQUIPMENT INVESTMENTS FOR NEW OR EXPANDING "TRADED-SECTOR" BUSINESSES (NON-RETAIL) IN AN ENTERPRISE ZONE

3-VEAR PROGRAM

\$50,000 MINIMUM INVESTMENT

10% NEW JOB CREATION FOR EXISTING FIRMS, ONE NEW JOB FOR NEW FIRMS

5-YEAR PROGRAM

•SAME AS ABOVE, HOWEVER, AVERAGE COMPENSATION FOR NET NEW JOBS NEEDS TO EXCEED 130% OF COUNTY MEDIAN WAGE (\$79,697) (THROUGH NOV. 2023)

15-YEAR PROGRAM

THE WITH ALSO MUST COMPENSATE NET NEW JOBS AT 130% OF •\$12.5 MILLION MINIMUM INVESTMENT OR \$250 MILLION LOWER EMPLOYMENT REQUIREMENT (35 VS. 10 EMPLOYEES) COUNTY MEDIAN WAGE

	\triangleleft	뿌		Q	
RE-DESIGNATION CRITERIA	•ECONOMICALLY DISADVANTAGED AREA - COMPETITIVE CRITERIA FOR DESIGNATION	 SPONSORED BY ALL OF THE LOCAL PUBLIC AGENCIES WHICH THE ZONE IS DELINEATED (CITY OF PRINEVILLE AND CROOK COUNTY) 	DOES NOT EXCEED 15 SQUARE MILES	•ZONE POSSESSES UNDEVELOPED INDUSTRIAL (COMMERCIAL) LAND THAT IS APPROPRIATELY ZONED AND SERVED WITH INFRASTRUCTURE	•DEMONSTRATES A LIKELIHOOD OF SUCCESS





	PER CAPITA INCOME IN THE PAST 12 MONTHS	PERSONS IN POVERTY (PERCENT)	UNEMPLOYMENT RATE (2022, ANNUAL)	10-YEAR CHANGE IN POPULATION (PERCENT)
\$33	\$33,431	12%	6.2%	15.2%
\$26,659	59	13.9%	5.4%	13.8%
City is 70% of state per capita income at \$37,816 (req. <80%)	of state come at 16 0%)	City has a 1.7% higher poverty rate than Oregon at 12.2% (req. >5% difference)	Oregon has a 4.3% unemployment rate (req. >2% difference)	Oregon has grown 9.6% from 2010- 2020 (req. >15% difference)
YES, CITY NO, COUNTY	≻T NĬ ≻T NĬ	NO, NEITHER CITY NOR COUNTY	NO, NEITHER CITY NOR COUNTY	NO, NEITHER CITY NOR COUNTY
Bureau, "Income	& Poverty (20	Sources: U.S. Census Bureau. "Income & Poverty (2021) and Population Census, (April 1, 2010 and 2020) Prineville city, Oregon, Crook County, Oregon,	1, 2010 and 2020) Prineville city,	Oregon, Crook County, Oregon,

and Oregon." Quick Facts; Oregon Employment Department Qualityinfo.org. "Local Area Unemployment Statistics (2022) Crook County and Oregon."

SUMMARY OF PROGRAM (2012-2022)

32 COMPANY PROJECTS 774 JOBS CREATED/RETAINED \$7.18 BILLION IN CAPITAL INVESTMENT



REDESIGNATION PROCESS

JUNE 1, 2023 SUBMIT FINAL APPLICATION

> DOCUMENTATION, MEETING WITH TAXING DISTRICTS, APPLICATION ASSEMBLY RESEARCH,

MARCH/APRIL, 2023

INTENT TO RE-DESIGNATE BUSINESS OREGON OF NOTIFICATION TO JANUARY, 2023

APRIL/MAY, 2023 ZONE PROVISIONS

COUNCIL DIRECTION TO EXECUTE APPLICATION INFO SESSIONS WITH **MARCH, 2023** SPONSORS

DESIGNATE IMPLEMENTING **RESOLUTIONS TO RE-**ZONE SPONSOR

ENTERPRISE ZONE REDESIGNATION

PROPOSED TIMELINE

PROPOSED DATE

MARCH/APRIL, 2023 MARCH 14, 2023 APRIL 4, 2023 APRIL 3, 2023 **MARCH, 2023** MAY 10, 2023 MAY 9, 2023 JUNE 1, 2023

ACTION

CROOK COUNTY RESOLUTION PRINEVILLE CITY COUNCIL PRESENTATION/DIRECTION NOTICE TO LOCAL TAXING DISTRICTS - CROOK COUNTY PRINE VILLE RESOLUTION APPLICATION DUE PUBLIC MEETING WITH DISTRICTS - CROOK COUNTY NOTICE OF RESOLUTION - PRINEVILLE NOTICE OF RESOLUTION - CROOK COUNTY

SUBMISSION DOCUMENTS

Executed copies of resolutions from City of Prineville and Crook County

- Local economic data meeting hardship criterion compared to State of Oregon/MSA
- Mailing list, notice copy, summary of meeting(s), comments received in order to record local district consultations
- Zone name, mapping, GIS files, size & solid boundary description, etc., and other information requested in submission form



AGENDA ITEM REQUEST



Date: 3/7/2023

Meeting date desired: March 14/15

Subject: Regence BlueCross BlueShield Amendment

Background and policy implications:

Contract amendment includes ability to bill for Oregon Universal Newborn Nurse Home Visits Budget/fiscal impacts:

Claims will range from \$190.72 to \$1,192.00 per newborn

Requested by:

Katie Plumb, Health & Human Services Director kplumb@crookpublichealthor.gov 541-447-5165

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Legal has reviewed

Elected official sponsor (if applicable):

N/A

AMENDMENT TO REGENCE BLUECROSS BLUESHIELD OF OREGON MEDICAL GROUP AGREEMENT

THIS AMENDMENT, effective **January 01, 2023**, hereby amends the Medical Group Agreement ("Agreement" or as otherwise defined in the Agreement) and any and all amendments, addenda, attachments or exhibits thereto by and between Regence BlueCross BlueShield of Oregon (Regence or as otherwise defined in the Agreement and hereafter referred to as "Regence") and **CROOK COUNTY HEALTH DEPARTMENT** (Provider or as otherwise defined in the Agreement and hereafter referred to as "Provider").

RECITALS

WHEREAS, Regence and Provider entered into the Agreement, wherein Provider agreed to provide Covered Services to Members; and

WHEREAS, Regence and Provider agree to continue their contract to provide health care services to Members, and amend the Agreement for the purpose of incorporating the provisions set forth below; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The enclosed Attachment A-1, Regence BlueCross BlueShield of Oregon, Oregon Universal Newborn Nurse Home Visit, Reimbursement Schedule is hereby added to the Agreement.

Any term not defined herein shall have the meaning set forth in the Agreement.

To the extent that there is any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will prevail.

Except as expressly amended and supplemented by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

UNDER PENALTIES OF PERJURY, I (Provider) ce	rtify that:
	set forth on a subsequent Attachment to this Agreement (or Provider is waiting for a number to be issued), and
notified by the Internal Revenue Service (IRS) t) exempt from backup withholding, or (b) have not been that Provider is subject to backup withholding as a result (c) the IRS has notified Provider that it is no longer
The Internal Revenue Service does not require y than the certifications required to avoid backup	our consent to any provision of this document other withholding.
CROOK COUNTY HEALTH DEPARTMENT	REGENCE BLUECROSS BLUESHIELD OF OREGON
Signature of Authorized Representative	Signature of Authorized Representative
	Gillian Hays, VP Network Management
Print Name	Name and Title of Authorized Representative
Title	2 T <u></u>
Date	Date
Name of Provider as it corresponds to this Taxpayer Identification Number	
936002290	
Taxpayer Identification Number	

Email Address



This Attachment A-1 to the Regence BlueCross BlueShield of Oregon (Regence) Medical Group Agreement, (the "Agreement") is effective January 01, 2023 and replaces and supersedes any prior payment and/or rate exhibits/attachments. Any term not defined herein shall have the meaning set forth in the Agreement. Reimbursement for all commercial networks that Provider participates in, according to the Provider Network Addendum, will be reimbursed according to the same terms as defined in this Reimbursement Schedule unless specifically noted otherwise.

I. DEFINITIONS

- **1.1** Allowable Billed Charges Charges submitted by Provider for Covered Services subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies.
- **1.2 Claim** The CMS-1500, standard electronic format or successor, as required by applicable federal authority and state regulatory authority, submitted to Regence for payment to Provider for services rendered to Members.
- **1.3** Maximum Allowable The amount that Regence agrees to pay, subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies. Provider agrees to accept as payment in full for Covered Services provided to Members.

II. REIMBURSEMENT SCHEDULE/PAYMENT METHODOLOGY

2.1 Maximum Allowable. The Maximum Allowable amount for Covered Services shall be the lesser of Allowable Billed Charges or the amount set forth in Article II.

	SINGLE NEWB	ORN	
Code	Code Description	Rate	Notes
99502-32-TD*	Pre-Integrated Home Visit (Pre-IHV) only; Single support visit	\$274.16	Submit a single support visit claim only when the single support visit is: Completed prior to 3 weeks of age AND address an immediate concern AND the comprehensive newborn nurse home visit is planned, but subsequently not completed. Do not submit a single support visit claim in addition to a comprehensive newborn nurse home visit case rate.

2.2 The Maximum Allowable for Covered Services rendered by Providers shall be:

99502-32*	Integrated Home Visit (IHV), Pre-IHV and up to 2 follow-up visits; Comprehensive newborn nurse home visit and up to 2 subsequent visits	\$1,192.00	Submit a single claim for the IHV when 75% or more of nursing assessments completed. One-time billing for newborn. IHV case rate includes follow- up visits (if any). Submit claim following last home visit.
		VBORNS	
Code	Code Description	Rate	Notes
Newborn # 1: 99502-32-TD* Each additional newborn: None	Pre-Integrated Home Visit (IHV); Single support newborn nurse visit and optional support newborn home visits.	<u>Newborn # 1:</u> \$274.16; <u>Each additional</u> <u>newborn:</u> None	Submit a single support visit claim only when the single support visit is delivered, and the comprehensive newborn nurse home visit is subsequently not completed. Do not submit a single support visit claim in addition to a comprehensive newborn nurse home visit case rate.
<u>Newborn # 1:</u> 99502-32* <u>Each additional newborn:</u> 99502-32-TT*	Integrated Home Visit (IHV) and up to 2 follow- up visits; Comprehensive newborn nurse home visit and optional support newborn home visits.	<u>Newborn # 1:</u> \$1,192.00; <u>Each additional</u> <u>newborn:</u> \$190.72	75% or more of nursing assessments completed. One-time billing for newborn. IHV case rate include follow-up visits (if any). Submit claim following last home visit.

*add additional modifiers as needed

III. MISCELLANEOUS

Notwithstanding anything in the Agreement to the contrary, the parties understand and agree that services that Provider does not normally provide within its scope of business will not be provided under the terms of the Agreement, unless mutually agreed to in writing by the parties.

IV. COPAYMENT, COINSURANCE, DEDUCTIBLE

Where the Member Contract provides for payment of Copayment, Coinsurance or Deductible by the Member, payment by Regence for Covered Services shall be the Maximum Allowable less the applicable Copayment, Coinsurance and/or Deductible.

V. TERMS

To the extent the terms of this Reimbursement Schedule are inconsistent with the terms of the Agreement or Provider Web Site, these terms apply.

IV. NON-DISCLOSURE

Provider agrees that unless required by law or otherwise allowed by the Agreement, it shall not disclose the reimbursement rates set forth in this Attachment without prior written consent of Regence. Provider acknowledges that the unauthorized disclosure of this information may cause irreparable damage to Regence and Provider agrees that Regence may seek relief for breach of the Agreement.

AGENDA ITEM REQUEST



Date: 3/7/2023

Meeting date desired: March 14/15

Subject: Registered Dietitian subcontract for WIC program

Background and policy implications:

RD services are required for WIC participants. CCHD does not currently have an RD on staff. so need to subcontract to maintain service integrity **Budget/fiscal impacts:**

Consultant fees are \$65/hour. Historical use of RD consultants has been one day per month. This rate is accounted for in the WIC grant budget.

Requested by:

Katie Plumb, Health & Human Services Director kplumb@crookpublichealthor.gov 541-447-5165

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Legal has reviewed

Elected official sponsor (if applicable):

N/A

AGREEMENT FOR CONSULTING SERVICES

This agreement for consulting and registered dietician services (hereinafter the "Agreement") is executed by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County") and RanDee Anshutz Nutrition and Massage Therapy, LLC dba Synergy Health & Wellness, LLC, an Oregon limited liability company (hereinafter "Consultant"). County and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, County is responsible for providing public health services to the residents of Crook County, and, in specific cases, the wider Central Oregon region; and

B. WHEREAS, Consultant has considerable experience in WIC policies and procedures, and is willing to provide services for WIC related projects for County; and

C. WHERAS, Consultant understands that WIC Policy and Procedures may differ from consultant opinions and agrees to follow WIC Policies and Procedures regarding nutrition risk assessment and education.

AGREEMENT

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

- 1. <u>Incorporation of Recitals</u>: The above Recitals are made a part of this Agreement, as terms of contract and not mere recitals.
- 2. <u>Effective Date</u>: This Agreement is effective on the date when signed by both Parties.
- 3. <u>Duration</u>: Unless sooner terminated as described herein, this Agreement will continue in force until March 15, 2025.
- 4. <u>Payment</u>: Consultant shall invoice Crook County Public Health Department for services provided. County will remit to Consultant a fee of \$65 per hour, provided that Consultant has delivered to County a W-9 form, within 30 days of receipt of Consultant's invoice. The hours and any applicable travel and lodging expenses will be equally divided between each contracted county client.
- 5. <u>Services</u>: a. COUNTY will:

- i. Schedule high risk clients on the agreed upon block of time, using the TWIST scheduling system;
- ii. Schedule high risk clients for nutrition counseling a-la-carte using the online scheduling system and using the TWIST scheduling system;
- iii. When clients are seen in-clinic, but virtually by the Registered Dietitian Nutritionist (hereinafter "RDN"), WIC staff will obtain anthropometric and lab data as needed, and set up video services to link clients with the RDN; and
- iv. Coordinate with the training supervisor to arrange all staff meetings when new inservices are released from the state, so that Consultant can deliver these to all staff at the same time.
- b. CONSULTANT will:
 - i. Access the state WIC TWIST program to identify client information and develop a plan for intervention and meeting the needs of the high-risk client;
 - ii. Communicate and anthropometric or lab values needed to County staff prior to the appointment time (for virtual in-clinic appointments);
 - iii. Provide electronic copies of handouts used to counsel clients so that County staff may print and provide them to the participant;
 - iv. Connect with video to counsel clients or travel to the local agency for in-person visits;
 - v. Perform high-risk audits to ensure compliance with referring and documentation requirements;
 - vi. Provide periodic inservices;
 - vii. Review and approve medical documentation forms (MDF) within 1 week of receipt, issue food benefits and document accordingly, and review active MDF's every 3 months to make sure they are still appropriate for the client; and
 - viii. Operate within the professional scope of practice and adhere to Spirit of PCE in all encounters.
- 6. <u>Protected Health Information/Confidentiality</u>: The Parties will abide by the requirements of applicable law regarding the protection and confidentiality of protected health information as described in *Exhibit A: Business Associate Agreement*.
- 7. <u>Independent Contractor</u>: By its execution of this Agreement, Consultant certifies its status as a "Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600.

- 8. <u>Insurance:</u> At all times work is performed under this Agreement, Consultant must be licensed and must maintain Professional Malpractice Liability / errors and omissions insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate and naming Crook County as an additional insured. <u>Consultant must provide County with evidence of insurance</u>. County's failure to request, review, or comment on any such certificate(s) does not affect County's rights or Consultant's obligations hereunder.
- 9. <u>Authorized Signatures Required</u>: Only those persons authorized by County may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of County. All persons doing business with County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for County has been duly authorized.
- 10. <u>Compliance With the Laws</u>: Consultant agrees to comply with the provisions of this contract, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
- 11. <u>Protection of Personal Information</u>: If Consultant obtains any personal information as defined in ORS § 646A.602(11) related to this Agreement or concerning any County employee, Consultant agrees to provide appropriate safeguards to protect the security of this information. Consultant shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS §646A.622.
- 12. <u>Entire Agreement</u>: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives.
- 13. <u>Amendments</u>: This Agreement may be supplemented, amended or revised only in writing signed by both Parties.
- 14. <u>Assignment/Subcontracting</u>: Neither party may assign or subcontract this Agreement, in whole or in part, without the prior written consent of the other party.
- 15. <u>Termination</u>: Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Termination will not prejudice any right or claim which accrued prior to termination.
- 16. <u>No Authority to Bind County</u>: Consultant has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.

- 17. <u>Governing Law and Venue:</u> Any dispute under this Agreement shall be governed by Oregon law with venue being located in Prineville, Oregon.
- 18. <u>Severability:</u> If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
- 19. <u>Indemnification:</u> Consultant shall defend, indemnify and hold harmless Crook County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of Consultant, or its employees, servants or agents.
- 20. <u>Conditions concerning payment, contributions, liens, withholding</u>. Pursuant to ORS 279B.220, Consultant shall:
 - a) Make payment promptly, as due, to all persons supplying to the Consultant labor or material for the performance of the work provided for in the contract.
 - b) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of the contract.
 - c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- 21. <u>Condition concerning payment for medical care and providing workers'</u> <u>compensation</u>. Pursuant to ORS 279B.230, Consultant shall:
 - a) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Employee, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
- 22. <u>Attorney Fees</u>: In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

ACCEPTED FOR CONSULTANT:

ACCEPTED FOR COUNTY:

By:	Rande Anshot	Ву:
Print:	RanDee Anshutz, RDN, LD	Print:
Title:	CEO, WIC Nutritionist	Title:
Date:	3/6/2023	Date:

Business Associate Agreement

This Business Associate Agreement between County of Crook (County) and Consultant is adopted to ensure that Consultant will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of County in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

- 1. <u>Meaning of Terms</u>. The terms used in this Business Associate Agreement shall have the same meaning as those terms defined in HIPAA.
- 2. <u>Regulatory References</u>. Any reference in this Business Associate Agreement to a regulatory section means the section currently in effect or as amended.
- 3. <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Consultant agrees that it will:

- 1. Not use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law;
- 2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 3. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to County without unreasonable delay but in no case later than 60 days after discovery of the breach;
- 4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Consultant agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

- 5. Make available PHI in a designated record set to County as necessary to satisfy County's obligation under 45 CFR 164.524 in no more than 30 days of a request;
- 6. Make any amendment(s) to PHI in a designated record set as directed by County, or take other measures necessary to satisfy County's obligations under 45 CFR §164.526 in no more than 30 days of a request;
- Maintain and make available information required to provide an accounting of disclosures to County or an individual who has a right to an accounting within 60 days and as necessary to satisfy County's obligations under 45 CFR §164.528;
- 8. To the extent that Consultant is to carry out any of County's obligations under Subpart E of 45 CFR Part 164, Consultant shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to County when it carries out that obligation;
- 9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
- 10. County shall notify Consultant of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI; and
- 11. If County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Consultant agrees to assist County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of County agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting County of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to County of any threat of identity theft as a result of the incident.
- 12. If Consultant is part of a larger organization, Consultant will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Consultant on behalf of County are limited to:

1. The review of patient care information in the course of Consultant conducting risk and compliance assessment activities, or providing County with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist County in developing its HIPAA compliance program; and

- 2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Consulting Services Agreement.
- 3. Uses or disclosers of protected health information as required by law.

D. Termination

- 1. County may terminate this Business Associate Agreement if County determines that Consultant has violated a material term of the Business Associate Agreement.
- 2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Business Associate Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Business Associate Agreement, if feasible.
- 3. Upon termination of this Business Associate Agreement for any reason, Consultant shall return to County or destroy all PHI received from County, or created, maintained, or received by Consultant on behalf of County that Consultant still maintains in any form. Consultant shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Business Associate Agreement will extend to such PHI.
- 4. The obligations under this Business Associate Agreement are perpetual and shall survive termination.

AGENDA ITEM REQUEST



Date: 3/7/2023

Meeting date desired: March 14/15

Subject: Position Reclassification: Perinatal Care Coordinator

Background and policy implications:

Originally created as grant-funded positions through Central Oregon Health Council, Perinatal Care Coordinators have been working in Crook. Deschutes, & Budget/fiscal impacts:

Position is currently graded at 111. Current proposal is to regrade to 114, recognizing that is what is currently fiscally sustainable. This reclassification will need revisited as it does not fully rightsize the position.

Requested by:

Katie Plumb, Health & Human Services Director kplumb@crookpublichealthor.gov 541-447-5165

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

HR and Finance have reviewed

Elected official sponsor (if applicable):

N/A



Department:Crook County Health DepartmentReports To:Clinical Nursing SupervisorClassification:Non-ExemptSalary Grade:113

Summary

As a member of the Family Health Services group and under the general supervision of the Clinical Supervisor, this position provides Oregon Mother's Care program services, Home Visits as an extender, WIC services, OHP enrollment, and other resources and referral coordination to perinatal clients in Crook County. This position works with pregnant and postpartum women in a clinical setting. The position partners closely with the Regional Perinatal Care Coordinator, Public Health Nurses, Perinatal Care Providers, and other key partners and stakeholders in the community in support of the department-wide mission to ...provide fair opportunity for those in our community to achieve their full health potential.

Essential Job Functions

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Perinatal Care Coordinator & Community Outreach

- Provide outreach and education on the Oregon Mother's Care program.
- Promote healthy pregnancy and birth while also maintaining and improving individual, family, and community health;
- Provide services to antepartum and postpartum women including appointment coordination, lactation support, WIC certification, home visiting, and family planning referrals.
- Perform a variety of duties consisting of health promotion and education activities directed at the perinatal population; including breast feeding classes and tobacco cessation.
- Include regional clinic, dental, vision, transportation and local health department-based care coordination in Crook County with a patient centered care approach
- Provide outreach and education on the Oregon Health Plan system as part of Oregon Mother's Care, provide WIC certifications, and enroll pregnant women into the OHP system.
- Work with individual clients, parent- baby pairs, small groups or large groups setting and deliver educational information to the population served.
- Coordinate referrals to resources including Prenatal care, Public Health Nurses, Family Connects, Family Planning Clinic, WIC, OHP, and appropriate community based programs.
- Enroll eligible clients into OHP as appropriate and act as a resource for general OHP needs.
 Complete annual OHP and Marketplace training.
- Support grant reporting requirements

JD#7027 Community Outreach Specialist 3/8/2023 Page 1 of 7



Document accurately and timely in all state required systems and the EHR.

Lacation Consultant

The Lactation Consultant (IBCLC) is responsible for conducting ongoing assessments and mutually developing the patient plan of care for breastfeeding mothers who seek services at Crook County Health department. The IBCLC follows breastfeeding practices and the policy and procedures at CCHD, assists in procedures that are within the scope of Lactation Consultant practice, seeks assistance and support, when necessary, assists in data collection, organizes those aspects of patient care for which they are responsible, and maintains accountability for own practice.

The role of the Lactation Consultant (IBCLC) will include but is not limited to the following duties:

- Provide support and encouragement to enable mothers to successfully meet their breastfeeding goals.
- Perform comprehensive maternal, child and feeding assessments related to lactation using current lactation theories and research.
- Develop and implement individualized feeding plan that address individual feeding issues, such as nutritional requirements, in consultation with the mother.
- Provide evidence-based information regarding a mother's use, during lactation, of medications (over the counter and prescription), alcohol, tobacco and street drugs, and their potential impact on milk production and child safety.
- Provide evidence-based information regarding complementary therapies during lactation and their impact on a mother's milk production and the effect on her child.
- Integrate cultural, psychosocial and nutritional aspects of breastfeeding into lactation encounters, feeding plans and follow up care.
- Use effective counselling skills when interacting with clients and other health care providers.
- Use the principles of family-centered care while maintaining a collaborative, supportive relationship with families and care providers.
- Remain current with practice of lactation consulting and professional development.
- Learn new use of adaptive devices, safety information, etc. to provide a safe patient care environment.
- Thorough and timely lactation encounter documentation and billing.
- Other duties as assigned within the lactation consultant's scope.
- Maintain a broad knowledge and understanding of infant and maternal development, nutritional needs, infant and maternal physiology and endocrinology, pathology that might affect infants or mothers, pharmacology and toxicology related to breastfeeding, psychology and sociology parenthood, infants, and families, breast feeding techniques, clinical skills, providing education, effective communication, and ethical or legal issues that may arise.

Women, Infants, and Children Program

JD#7027 Community Outreach Specialist 3/8/2023 Page 2 of 7



- Focusing on pregnant and postpartum women, explain the purpose of the WIC program to new participants and explain eligibility criteria.
- Perform anthropometrics and biochemical assessment, assess participant diet, and health care needs.
- Perform hemoglobin check on all participants. (Must be comfortable performing simple blood collection procedures)
- Inform participants of nutrition risk criteria that qualify them for participation in WIC.
- Ensure participant receives verbal and written notification when unable to identify nutrition risk factors that qualify participant for WIC services.
- Assign food benefits for client at completion of WIC certification and provide shopper education.
- Implement behavior change counseling, including goal setting, that addresses the interest, needs and risk factors of the client.
- Problem solves benefit issues.
- Provide referral to childhood immunizations.
- Provide referrals to Oregon Health Plan
- Provide education and referrals appropriate to identified risk criteria and client need.
- Participate in program planning activities and selection and evaluation of program goals.
- Promote breastfeeding at every opportunity.
- Assess need for breast pump loan and provide education on using breast pump.
- Attend state WIC meetings.
- Perform outreach activities in the community to promote WIC.
- Interact effectively and productively with community agencies and the general public.
- Organize educational and outreach materials.
- Maintain a clean and safe clinic environment per cleaning guidelines. Notify Team Lead or supervisor of safety concerns identified or broken equipment.
- Maintain confidentiality and security of participant records.
- Demonstrate use of Oregon WIC Program Policy and Procedures manual for program guidance.
- Maintain all applicable professional, legal, and ethical standards including confidentiality and informed consents.
- Complete all trainings for WIC CPA and breastfeeding and required quarterly in-services.
- Additional tasks as needed and assigned per WIC Coordinator and supervisor.

HOME VISITING EXTENDER (Under direction of the Home Visit Registered Nurse)

The RN must provide the initial visit, initial needs assessment, and create the TCM care plan. After the initial assessment and care plan is developed, the Community Health Worker (CHW) will review the care plan with the RN and be introduced to the client in an appropriate manner (the CHW may also be present for the initial visit). The RN will then assign agreed upon screenings, case management interventions,

JD#7027 Community Outreach Specialist 3/8/2023 Page 3 of 7



and educational topics to the CHW. The RN is responsible for determining the competency of the CHW to complete the delegated tasks through a skills checklist, follow the care plan developed by the RN for carrying out home visits for client.

- Through individualized intervention strategies, the nurse and CHW work in partnership with each family to identify conditions that places their children at risk for poor health outcomes.
- The CHW will complete TCM charting after each visit, linking encounters to the TCM episode created initially by the RN. The RN will review the charting, sign, and close the encounter. Any concerns will immediately be discussed with the RN and documented.
- The nurse and/or CHW doing the visit is responsible for completion of charting, with nurse review and signature five business days of completing with visit.
- Assessment, education, and in some cases, intervention carried out by the CHW under the direction of the RN includes but is not limited to the following:
 - o Developmental screening
 - Monitoring of growth and nutrition
 - o Hearing, vision and oral health screening
 - o Assessment of interaction and attachment between parent and child
 - o Immunization history review and education
 - o Adequacy and safety of housing
 - o Safety and injury prevention
 - o Smoking and exposure to second-hand smoke
 - o SIDS prevention and safe sleep education
 - o Prenatal health education, including prevention of preterm labor
 - o Breastfeeding counseling
 - o Referral and accessibility to medical care, including mental health care
 - Health conditions and acute illness identification and management
 - o Referral to social support and community resources
 - o Referral to specialty medical care or therapies
 - Provide motivational interviewing to assist client to adhere to care plan
 - o Client advocacy
 - o Assess to transportation
 - o Ability to manage schedules and routines
 - o Assistance with paperwork, applications, and obtaining services
 - Education on health topics

OHP Enrollment Assistance

- Complete Oregon Health Authority (OHA) required training and certification to fully understand health coverage options, the One Portal System, and the Marketplace.
- Provide enrollment and re-enrollment assistance activities to pregnant and postpartum clients.
- Attend required monthly meetings for OHP Assisters.
- Answer pregnant or postpartum client questions in the office.

JD#7027 Community Outreach Specialist 3/8/2023 Page 4 of 7


COMMUNITY PERINATAL AND LACATATION OUTREACH SPECIALIST JOB DESCRIPTION

• Monitor and evaluate plans, approaches, and make improvements to ensure excellence.

GENERAL

- Provide back-up in WIC.
- Keep current with trends and developments related to essential job competencies.
- Knowledge of Public health rules.
- Train in Public Health Preparedness response:
 - Assist with Emergency Response as needed.
 - o Training in IS 100, 200, 700, 800
 - Basic core functions for emergency response.

Competencies

- 1. Establish and maintain effective working relationships with others at all times.
- 2. Work effectively independently and in a team setting.
- 3. Technical Capacity for use of computer systems, including State Websites, and Electronic Health Records.
- 4. Problem Solving
- 5. Teamwork Collaboration
- 6. Time Management/Punctuality.
- 7. Communication Proficiency (Written and Verbal)
- 8. Customer/Client Focus
- 9. Ethical Conduct
- 10. Thoroughness
- 11. Personal Effectiveness/Credibility
- 12. Individual Judgement
- 13. Ability to maintain confidentiality
- 14. Ability to accurately document in computer systems for clients
- 15. Effective organizational and time-management skills with the ability to set and achieve objectives within a specific time-frame.

Performance Indicators

- 1. Support attaining, maintaining, and surpassing client caseload requirements
- 2. Timely response to organization-wide initiatives and requirements (i.e. policy compliance, workforce surveys, training documentation)
- 3. Timely submission of reporting requirements for each assigned program area, including Operational Plan outcomes recorded in VMSG database
- 4. Contribution to a minimum of one organization-wide initiative per year (i.e. Quality Improvement processes, reaccreditation, annual staff training implementation, department-wide meetings, et cetera)

JD#7027 Community Outreach Specialist 3/8/2023 Page 5 of 7



COMMUNITY PERINATAL AND LACATATION OUTREACH SPECIALIST JOB DESCRIPTION

5. Utilize Basecamp and Sharepoint project management software to support department-wide initiatives including website and social media communications, and translation requests.

Supervisory Responsibility

This position has no supervisory responsibilities.

Work Environment

This job operates in a healthcare setting. This role requires regular walking to various locations for outreach.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is regularly required to talk and hear. This position is very active and requires standing, walking, bending, kneeling, and stooping all day. The ability to lift up to 25 pounds.

Position Type and Expected Hours of Work

This is a full-time position. Typical days and hours of work are Monday through Friday, 8:00 a.m. to 5:00 p.m. with the ability to work evenings and weekends as necessary in a public health emergency and travel when required.

Travel

Local and some regional travel is to be expected to provide services, connect with partners, attend training, and coordinate referrals.

Required Education and Experience

- Associate Degree or equivalent two year education program in related field
- One year of experience in social services, electronic health record, computer data entry and/or customer service OR
- Any equivalent combination of training, education, and experience that provides the required knowledge and skills to perform the job
- Certified Community Health Worker (CHW) or able to complete training and certification within 12 months of hire
- Certified IBCLC or in process of obtaining certification.

Preferred Education and Experience

Bachelor's Degree in nutrition, health education, or health-related field

JD#7027 Community Outreach Specialist 3/8/2023 Page 6 of 7



COMMUNITY PERINATAL AND LACATATION OUTREACH SPECIALIST JOB DESCRIPTION

- Bilingual Spanish/English
- 2+ years experience in nutrition, health education, or health-related field

Additional Eligibility Requirements

- Must hold a valid Oregon driver's license and valid CPR card.
- Able to complete a thorough employment and/or criminal history check.
- Final candidates will be required to provide official proof of college degree and certified transcripts (not required for all positions).

Safety Sensitive Requirements

This position is considered to be a safety sensitive position subject to drug screen(s) and adherence to all vaccine/immunity requirements for the healthcare setting.

AAP/EEO Statement

- This position is 'at-will', and either Crook County or the employee may terminate the relationship at any time with or without cause.
- Crook County is an equal opportunity employer.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Signatures

The employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee Print Name:	Date:
Employee Signature:	Date:
Supervisor/HR Signature:	Date:

JD#7027 Community Outreach Specialist 3/8/2023 Page 7 of 7 5



Date: 03.08.2023

Meeting date desired: 03.15.2023

Subject: Road Department, Library and Weed Master Vacancies

Background and policy implications: Process for filling director level positions.

Budget/fiscal impacts: These positions are currently in the budget.

Requested by: Kim Barber, Human Resources

Presenters: Kim Barber, Human Resources

Legal review (only if requested): N/A

Elected official sponsor (if applicable): $\frac{1}{N/A}$

Crook County Human Resources 305 NE Third Street Prineville, OR 97754 Website: www.co.crook.or.us

Memo

To: Seth Crawford, County Judge Jerry Brummer, County Commissioner Brian Barney, County Commissioner

From: Kim Barber, Human Resources Director

Date: March 8, 2023

RE: Road Department, Library, and Weed Master Vacancies

Crook County recently lost or has received notification of impending retirement for three department head-level positions: Road Master, Director of Library, and Weed Master. Currently there are interim directors at the Road Department and Library, while Weed Master is vacating on an established timeline that allows for the training and transition of a replacement. Following discussion on the needs of the County and the departments in question, Human Resources is undertaking the following process to fill these positions.

- Road Department: A current posting for the Road Master will be withdrawn and requested edits will be made to the position description/parameters. Following County Court approval of the edits, the position will be reposted under the title of Road Department Superintendent and a standard competitive recruitment will proceed.
- 2. Library: A current posting is in place; however, the County is no longer receiving new applicants. As such, Human Resources will move forward to the interview stage with our current pool of applicants.
- 3. Weed Control: The County Court has two options for filling this position:
 - The first option is to conduct a standard competitive recruitment process of posting and interviewing those candidates which meet the minimum requirements for education, certification, and relevant experience.



Crook County Human Resources 305 NE Third Street Prineville, OR 97754 Website: www.co.crook.or.us

• The second option is based on a provision in the County's employee handbook in which the Court has discretion to forgo the standard recruiting process and directly hire a candidate they feel is appropriate to the nature of a position.

Process:

Human Resources:

- Human Resources shall review job descriptions and make any necessary edits, post/repost updated descriptions and coordinate candidate interviews.
- Because the positions in question are director level the interview structure will involve each member of the Court, additional subject matter experts and or board members (where applicable) and potential employee Q & A sessions.
- Human Resources will present the Court with the results of the interview process from which a decision can be made by the Court on whom to hire.

Recommendation:

Human Resources recommends that the County's standard recruiting process is applied to the Director of Library and Road Department Superintendent positions and that the Court pursue the direct hire process for the Weed Master position. I ask that the County Court consider these issues and advise which option it selects.



Date: March 9, 2023

Meeting date desired:

WS March 14, 2023

Subject:

An Ordinance Amending Title 9 of the Crook County Code, Adopting a New Chapter to Reduce Incidents of Truancy from Crook County Schools

Background and policy implications:

The State has ceased its Truancy Court program, allowing counties to draft their own. The enclosed ordinance has been drafted for Crook County to create its own program. It has been vetted by the DA's Office, Crook County School District leadership, and Prineville's Resource Officer. The language is modeled after a similar ordinance from Malheur County.

Budget/fiscal impacts: NA

Requested by:

John Eisler, Assistant County Counsel 541.416.3919 John.Eisler@crookcountyor.gov

Presenters:

John Eisler

Legal review (only if requested): Legal drafted the ordinance.

Elected official sponsor (if applicable): N/A

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

ORDINANCE []

AN ORDINANCE AMENDING TITLE 9 OF THE CROOK COUNTY CODE, ADOPTING A NEW CHAPTER TO REDUCE INCIDENTS OF TRUANCY FROM CROOK COUNTY PUBLIC SCHOOLS

WHEREAS, Oregon state law requires all minors enrolled in Kindergarten through 12th grades to attend school on a regular basis; and

WHEREAS, the Oregon Department of Education, via Oregon Administrative Rule 581-020-0631defines chronic absenteeism as missing 10 percent or more of school days; and

WHEREAS, chronic absenteeism has been shown to dramatically reduce student academic achievement, reduce graduation rates, increase student mental health issues, and increase incarceration rates; and

WHEREAS, as a metric, school districts are held accountable to maintain a high number of students enrolled in school who are not considered chronically absent; and

WHEREAS, attendance at school is the necessary basis for the most fundamental education for children, and such education is necessary for the continuing growth and progress of a healthy society, economy, and community; and

WHEREAS, the educational entities that comprise the Crook County School District desire to have a county-wide truancy program that endows law enforcement and school officials with the authority to issue infraction citations and take other action with regard to students and a student's parent, guardian or other responsible adult who fails to comply with school attendance requirements of State laws or rules.

///

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

Section One: A new chapter is added to the Crook County Code to read as follows:

Chapter 9.05 Truancy from Crook County Schools

Sections:

9.05.010	Title
9.05.015	Authority and Purpose
9.05.020	Jurisdiction
9.05.025	Definitions
9.05.030	Prohibited Conduct
9.05.035	Violation Proceeding
9.05.040	Penalties
9.05.045	Separate Offense
9.05.050	Severance
9.05.010	Title

This chapter shall be known as "Truancy from Crook County Schools."

9.05.015 Authority and Purpose

(1) The Crook County Court has authority to regulate matters of County concern within the County, under the provisions of the Constitution of the State of Oregon and the revised statutes of the State of Oregon.

(2) This chapter applies to students in Kindergarten (K) through 12th grades, enrolled in a fulltime public school located within Crook County, including the incorporated City of Prineville, the city council of which has consented pursuant to ORS 203.040.

(3) This chapter does not apply to students attending private schools located within Crook County.

(4) The purpose of this chapter is to create rules for enforcement procedures intended to reduce the incidents of truancy within public schools in Crook County. It is in the best interest of a student to attend school regularly and complete the educational courses of study.

9.05.020 Jurisdiction

The Crook County Circuit Court has jurisdiction and venue over infractions and proceedings in this chapter.

9.05.025 Definitions

(1) "Chronically Absent" or "Chronic Absenteeism" means a Student is not attending School for 10 percent or more School days in a School year.

(2) "Law Enforcement Official" means Crook County Sheriff Deputy, Prineville Police Officer, School Resource Officer, or any person that meets the definition of Peace Officer under ORS 161.015(4).

(3) "Public School in Crook County" or "School" means a full-time school operated by Crook County School District.

(4) "Responsible Adult" means a person at least eighteen (18) years of age, who is the parent, guardian, or other authorized adult to have the care or custody of a Student.

(5) "School Official" means any personnel appointed or designated by a School or the Crook County School District, including but not limited to principal, vice-principal, superintendent, resource officer, or truancy enforcement specialist.

(6) "Student" means a minor between the ages of 5-17 or an 18 year old person who has not completed the 12th grade and is enrolled in a Public School in Crook County.

9.05.030 Prohibited Conduct

(1) Except as otherwise provided herein, Students are required to attend School regularly. It is unlawful for a Student to be Chronically Absent from School as described in this chapter.

(2) Every Responsible Adult having the custody or care of a Student shall make every reasonable effort to assist the Student to comply with this chapter, and shall send the Student to School and maintain the Student in School so that the Student is not Chronically Absent.

(3) This chapter does not limit or supersede any provisions of Oregon law, which exempts certain children from compulsory school attendance (ORS 339.030); neither does this ordinance limit the duties, powers, and responsibilities of public school officials.

9.05.035 Proceedings

(1) A Law Enforcement Official or School Official may issue a citation to a Student and Responsible Adult for violating this chapter as set out in section 9.05.030, above.

(2) Prior to issuing a citation, a School Official shall provide the Student and Responsible Adult with written notification to include the following:

(a) The Student is required to attend School, and the Student is deemed Chronically Absent in violation of this chapter and Oregon Administrative Rule.

(b) The failure of a Responsible Adult to send the Student to School and maintain the Student in School so that the Student does not miss greater than 10 percent of School days is a violation of this chapter.

(c) The Student and Responsible Adult may be cited to the Crook County Circuit Court for Chronic Absenteeism under this chapter.

(d) The Student and Responsible Adult must attend a conference with a designated School Official on a specified date and time where expectations for the Student's regular attendance at School will be outlined.

(e) The Student and Responsible Adult have the right to request an evaluation if the Student is not on an individualized education program (IEP). If the Student is on an IEP, the right to request a review of the IEP.

(3) Following the notification and process in 9.05.035(2), above, if the Student remains Chronically Absent in violation of this chapter or the Student or Responsible Adult fails to attend the conference described in 9.05.035(2)(d), an infraction citation will be issued. The citation shall be substantially in the form as set out in []. The citation will direct the Student, if the Student is in grades 4 through 12, and the Responsible Adult to appear at the Crook County Circuit Court on a date and time certain.

(4) If a Responsible Adult fails to appear at the date and time on the citation, the Circuit Court shall continue the matter and issue an order to show cause for the Responsible Adult to appear. A warrant will be issued for the Responsible Adult who fails to appear at the show cause proceeding.

9.05.040 Penalties

(1) Order to Attend School. Upon finding a violation of this chapter, the Circuit Court shall order the Student to attend School and not miss 10 percent or more of School days; and order the Responsible Adult to send the Student to School and maintain the Student in School so that the Student misses fewer than 10 percent of School days.

(2) Conditions. In addition to the order to attend School, the Circuit Court will impose conditions the Student, Responsible Adult, or both must meet or comply with for violating this chapter. Conditions imposed by the Circuit Court may include, but are not limited to:

(a) Set future dates and times for the Student and Responsible Adult to personally appear and provide progress reports demonstrating the Student's proof of attendance, current grades, other School-related information requested by the Circuit Court, and compliance with other conditions, if any.

(b) At the expense of the Responsible Adult, order the Student, the Responsible Adult, or both, to complete age-appropriate and relevant classes, groups, or programs in Crook County or online, including but not limited to: a parent mentor program; support groups that promote

ORDINANCE [] AMENDING TITLE 9 OF THE CROOK COUNTY CODE, ADOPTING A NEW CHAPTER TO REDUCE INCIDENTS OF TRUANCY FROM CROOK COUNTY SCHOOLS

Commented [JE1]: We need to draft the form I believ

mental, behavioral, and emotional wellness; Wraparound; job assistance; community and mental health services; truancy intervention classes; and academic classes for the Student after School or on the weekend.

(3) Civil Penalty. Impose a civil penalty on the Responsible Adult for an initial infraction up to \$500 for the first offense, and \$500 for each subsequent offense.

(4) The Circuit Court, School Official, or a Law Enforcement Official will, when the circumstances warrant, refer a Responsible Adult to the Crook County District Attorney's Office for prosecution in Crook County Circuit Court under ORS 163.577(1)(c).

9.05.045 Separate Offense

Each violation of this chapter shall be deemed a separate offense.

9.05.050 Severability

In the event that any part of this chapter shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining sections shall be unaffected and remain in full force and effect.

<u>Section Two:</u> If any court of competent authority invalidates a portion of this Ordinance [], the remaining portions will continue in full force and effect.

Section Three: Ordinance [] being immediately necessary for health, welfare, and safety of the people of Crook County, and emergency is hereby declared to exist, and this Ordinance [] shall become effective upon signing.

First Reading:	
Second Reading:	
///	
///	
///	
///	
///	

Dated this _____ day of ____, 2023

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney



ORDINANCE [] AMENDING TITLE 9 OF THE CROOK COUNTY CODE, ADOPTING A NEW CHAPTER TO REDUCE INCIDENTS OF TRUANCY FROM CROOK COUNTY SCHOOLS





Date: March 7, 2023

Meeting date desired:

WS - March 14, 2023

Subject: Contract for Wildlife Damage Management Services.

Background and policy implications:

The County entered into an agreement with the USDA for Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS) in 2018. That agreement was terminated by the County on 4.19.2021, effective 6.30.2021.

Upon termination, the County contracted Belozer's Outdoor Enterprises, LLC to provide wildlife damage management services to manage and mitigate threats to human health and safety and property. Belozer's contract is set to terminate on 6.30.23.

In April 2022, the USDA expressed their interest in re-engaging with the County for these services. The County will need to decide if an extension with Belozer or an RFP is appropriate for future services.

Budget/fiscal impacts: TBD

Requested by: Lindsay Azevedo, Paralegal II/Office Manager 541.416.3919 Lindsay.Azevedo@crookcountyor.gov

Presenters: *Eric Blaine*

Legal review (only if requested): N/A Elected official sponsor (if applicable): N/A



Date: 3/9/2023

Meeting date desired: 3/14/2023

Subject: Monthly Memo RE: Community Development Activity

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Will Van Vactor, Crook County Community Development Director, and Randy Davis, Crook County Building Official

Presenters:

Will Van Vactor, Crook County Community Development Director, and Randy

Legal review (only if requested):

Elected official sponsor (if applicable):

1

Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754 Dependence 541-447-3211



MEMO

- TO: Crook County Court
- FROM: Will Van Vactor, Director Randy Davis, Building Official
- DATE: March 9, 2023

SUBJECT: Community Development Activity Update

Below is a summary of building, planning and onsite activity for the last month.

Building:

Permits issued summary (February):

Permit Type	Number of Permits	
New Residential Dwellings (Site Built or	9	
Manufactured)		
Commercial (plumbing, electrical, structural,	34	
etc.)		
Residential Permits (plumbing, electrical,	93	
mechanical etc.)		
Residential Structural (shops, etc.)	19	
Other (e.g. demo)	0	
TOTAL	155	

Current year compared to prior year:

Time Frame	Permits
February 2023	155
February 2022	176
YTD 2023	324
YTD Comparison 2022	322

Active Permits:

Permit Type	Amount Still Active as of end of February
Dwellings (Site Built or Manufactured)	246
Other Residential Permits	894
Commercial Permits	362

Daily Inspections:

Inspection Type	Amount this month	
Residential	821	
Commercial	294	
All	1,115	

Larger Projects Under Construction:

 Justice Center
 CCO3 Data Center
CCO5&6 Data Center
Apple Data Center
Shell Occupancy of Portions of Prineville Campus
Extraction Facility at Prineville Campus
Multiple Commercial Structures at Tom McCall Industrial Park
PRN1 Retro Fit
 Wilco Building at Ochoco Lumber Site
Mid Oregon Credit Union Tenant Improvement
7,500 sq' office/warehouse for Rosendin Electric.
NW Murphy lane. 1- 68 unit 13,600 sq' and 1 -30 unit 7,500 sq' building.
Walgreens
10,311 sq' remodel, IBEW Local 280 training facility.
Arby's
Spencer Ct. – 10,125 sq' building.

Larger Projects Under Review or Incoming:

New Hanger at Airport	
McDonalds Remodel	
Remodel of old Panda Restaurant into Liquor Store	

Code Compliance:

Year	Building	Land Use	Waste	Septic
YTD 2023	20	15	9	3

Planning:

Applications received (February):

Application Type	# of Applications (February 2023)	YTD
Appeals	0	0
Variance	0	0
Site Plan Review	16	33
Land Partition	0	0
Combine/Un-Combine Lots	0	0
Road Approach	4	5
Boundary Line Adjustment	1	2
Destination Resort	0	0
Conditional Use	2	2
Miscellaneous (Temporary	12	16
Hardship Two-year renewals)		
Road Name/Rename	0	1
Extension	0	1
Amendment	0	0
TOTAL	35	60

Current year compared to prior year:

Time Frame	Permits
February 2023	35
February 2022	41
YTD 2023	60
YTD Comparison 2022	79

Notable Land Use Applications:

Request	Status
Solar (TSR North)	Appeal continued to April 2023.
Agri-Tourism 18 events – Kerley Ranches LLC	Going before Planning Commission
	tentatively in April

On-Site:

Applications (February 2023):

Application Type	Number of Applications
Residential Authorization	3
Commercial Authorization	0
Construction Permit (Residential)	6
Construction Permit (Commercial)	0
Repair (Major) - Residential	1
Repair (Minor) - Residential	1
Repair (Major) - Commercial	0
Repair (Minor) - Commercial	1
Residential Site Evaluation	1
Commercial Site Evaluation	0
Alteration (Minor) – Residential	0
Alteration (Major) – Residential	0
Alteration (Minor) - Commercial	0
TOTAL	13

Current year compared to prior year:

Time Frame	Permits
February 2023	13
February 2022	32
YTD 2023	26
YTD Comparison 2022	49



Date: 3/9/23

Meeting date desired: 3/14/23

Subject: Exit Interview Letter Approval

Background and policy implications:

Letter to be sent out to a list of previous employees to obtain feedback/information regarding why they left Crook County. **Budget/fiscal impacts:**

N/A

Requested by:

Sarah Puerner - sarah.puerner@crookcountyor.gov

Presenters:

Sarah Puerner - sarah.puerner@crookcountyor.gov

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

+



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754 Physical: 203 NE Court Street • Prineville, Oregon 97754 Phone (541) 447-6555

March 1, 2023

Richard Black richaliski@outlook.com

Dear Richard,

We hope this letter finds you well. We very much appreciate the time you spent with Crook County as an employee. As you may know and appreciate, the County, like many other employers, has struggled particularly in the last two-three years to recruit and retain employees.

We are seeking to better understand why this may be the case, specifically with respect to Crook County. We have retained Larry Patterson of Patterson Consulting to assist us by conducting exit interviews with former Crook County employees that have left employment with the County during the past two-three years.

Interviews are completely confidential and voluntary. Mr. Patterson is tasked to conduct interviews with 25-40 individuals. You may be among those contacted by phone or email in the next few weeks to schedule a phone or in-person interview about your time with the County and what the County can do to make us a better and preferred employer.

Your participation is completely voluntary and confidential, and we so much appreciate your candor and time to visit with Mr. Patterson.

Thank you.

SethCaubo 12

Seth Crawford County Judge

Jerry Brummer County Commissioner

Luian Same

Brian Barney County Commissioner

Seth Crawford, Judge • Jerry Brummer, Commissioner • Brian Barney, Commissioner