



# CROOK COUNTY COURT AGENDA

Wednesday, March 6, 2024 at 9:00 am

**Crook County Annex I 320 NE Court St. I Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 954 2612 6858; Passcode: 178149

## PUBLIC COMMENT

## 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. Consider Approval of Water Rights Purchase from OID**
- 2. Consideration of grant approval - Crook County Cultural Coalition**
- 3. No public comments were received for the Title III request to pay for the Drones and accessories and funds will be spent in accordance with the applicable law as originally approved by the County Court on January 3, 2024.**

## DISCUSSION

### **4. TownCloud Contract for Data Conversion Services**

Requester: Christina Haron  
Finance Director

### **5. Secure Rural Schools (Title III) Spending Approval Request - Increase for CWPP request**

Requester: Christina Haron  
Finance Director

### **6. Natural Hazard Mitigation Plan Update**

Requester: Christina Haron  
Finance Director

### **7. Behavioral health services contract with PacificSource Community Solutions**

Requester: Eric Blaine  
Presenter: Rick Treleaven, BestCare Services, Inc

## **ADMINISTRATOR REPORT**

### **COURT MEMBER UPDATES**

#### **EXECUTIVE SESSION**

8. **ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.**
9. **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.**

#### **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 files 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.

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a 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.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 03/04/2024 at 4:30 PM

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**



District internal  
Notice #\_1-24\_\_\_\_\_

State of Oregon  
WATER RESOURCES DEPARTMENT  
**NOTICE OF DISTRICT PERMANENT TRANSFER**  
**(ORS 540.580)**

DISTRICT: OCHOCO IRRIGATION DISTRICT  
ADDRESS: 1001 NW DEER ST  
PRINEVILLE, OR 97754  
PHONE: 541-447-6449

**1. WATER RIGHT**

CERTIFICATE(S)\_#1: 82247  
PRIORITY #1: 4/8/1914  
WATER RIGHT LISTED UNDER NAME OF #1: USA, Bureau of Reclamation

**2. APPLICANT**

NAME\_\_\_\_\_Ochoco Irrigation District\_\_\_\_\_

ADDRESS \_1001 NW Deer Street, Prineville, Oregon, 97754\_\_\_\_\_

**3. TYPE OF CHANGE: PERMANENT CHANGE IN PLACE OF USE**

**4. LOCATION OF USE**

AUTHORIZED POINT OF DIVERSION\_\_\_\_\_WRD 09\_\_\_\_\_

**LOCATION OF AUTHORIZED PLACE OF USE**

Township	Range	Section	3, 3 of Section	Tax Lot	# of acres irrigated	Other Use
14S	15E	26	NW SE	601	10.6	IR
14S	15E	26	NE SW	601	8.2	IR
14S	15E	26	SE NW	601	2.8	IR

**5. RECIPIENT**

NAME\_\_\_\_\_Crook County\_\_\_\_\_

ADDRESS \_\_\_\_\_1280 Main Street Prineville, Oregon 97754\_\_\_\_\_

**6. LOCATION OF PROPOSED USE**

Township	Range	Section	3, 3 of Section	Tax Lot	# of acres irrigated	Other Use
15S	16E	5	SE SW	13800	12.4	IR
15S	16E	5	SW SW	Multiple	5.4	IR
15S	16E	8	NE NW	203	3.4	IR
15S	16E	8	NW NW	205	0.4	IR

**7. EXHIBITS**

A. A Map showing the location of the present and proposed irrigated lands.

Ochoco Irrigation District hereby certifies that the applicant and recipient are the deed holders of subject properties; that our files are complete with a copy of the recorded documents; that the applicant's land has been irrigated within the last five years or the right appurtenant is not subject to forfeiture, and that applicant and recipient hereby authorize the transfer proposed herein.

NOTICE IS HEREBY GIVEN that this proposed change is subject to the approval of the Water Resources Department and that the Water Resources Department may reject the transfer or may require mitigation to avoid injury to other water right holders.

OCHOCO IRRIGATION DISTRICT AND APPLICANT, HEREBY SWEAR THAT THE ABOVE NOTICE FOR TRANSFER OF WATER RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT.

APPLICANT: *Sam Jones* 2-14-2024  
Name Date

RECIPIENT: \_\_\_\_\_  
Name Date

FOR DISTRICT \_\_\_\_\_

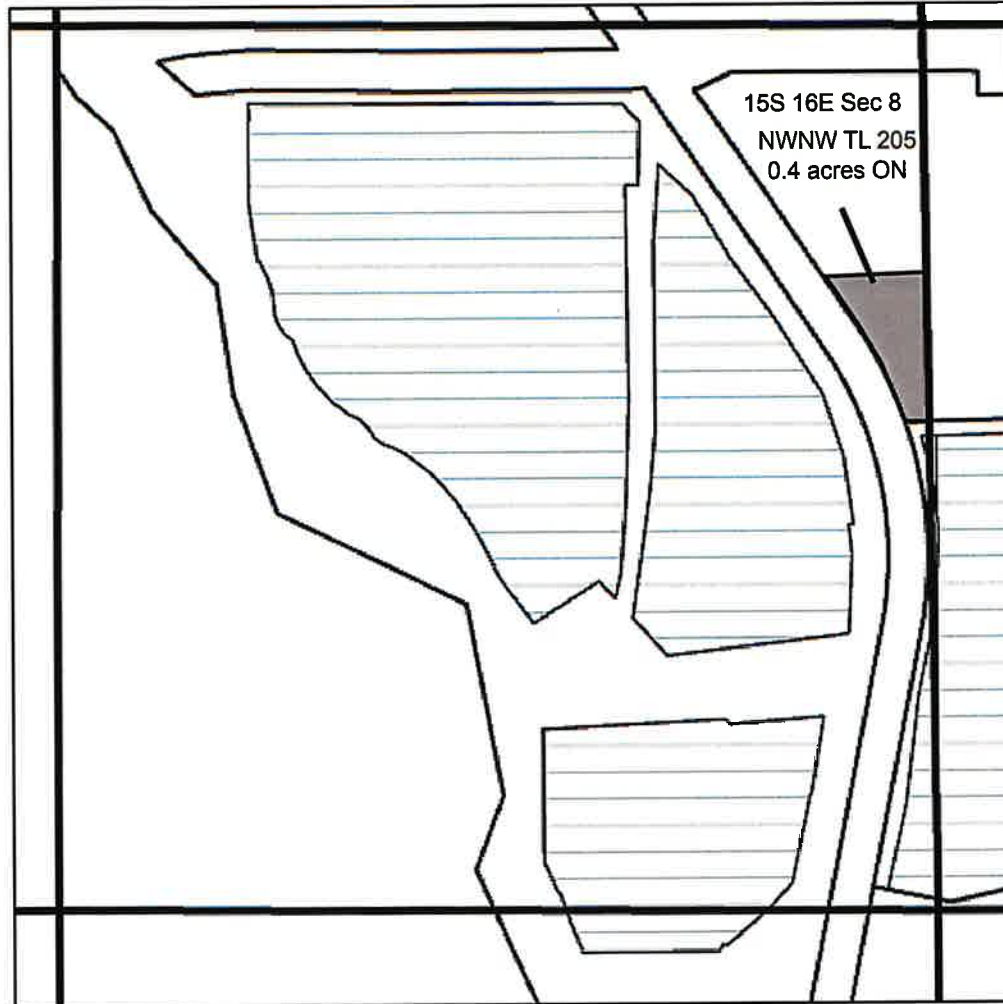
**Crook County**

**T 15S R 16E Sec.8 Tax Lot 205**

**NW Of The NW**



**ON**



**Prepared:**

**1 inch equals 400 feet**

**District Internal Notice #: 1-24**

**Certificate #: 82247 IR**

- |                   |               |                          |
|-------------------|---------------|--------------------------|
| Transfer          | Cert 82246 IR | Cert 82246 IR / 82247 IS |
| Less than 5 acres | Cert 82247 IR | Cert 82249 IS            |
| Tax Lot           | QQ            |                          |



**Notice of Transfer**  
**Crook County**  
**Acres: 0.4 acres ON**

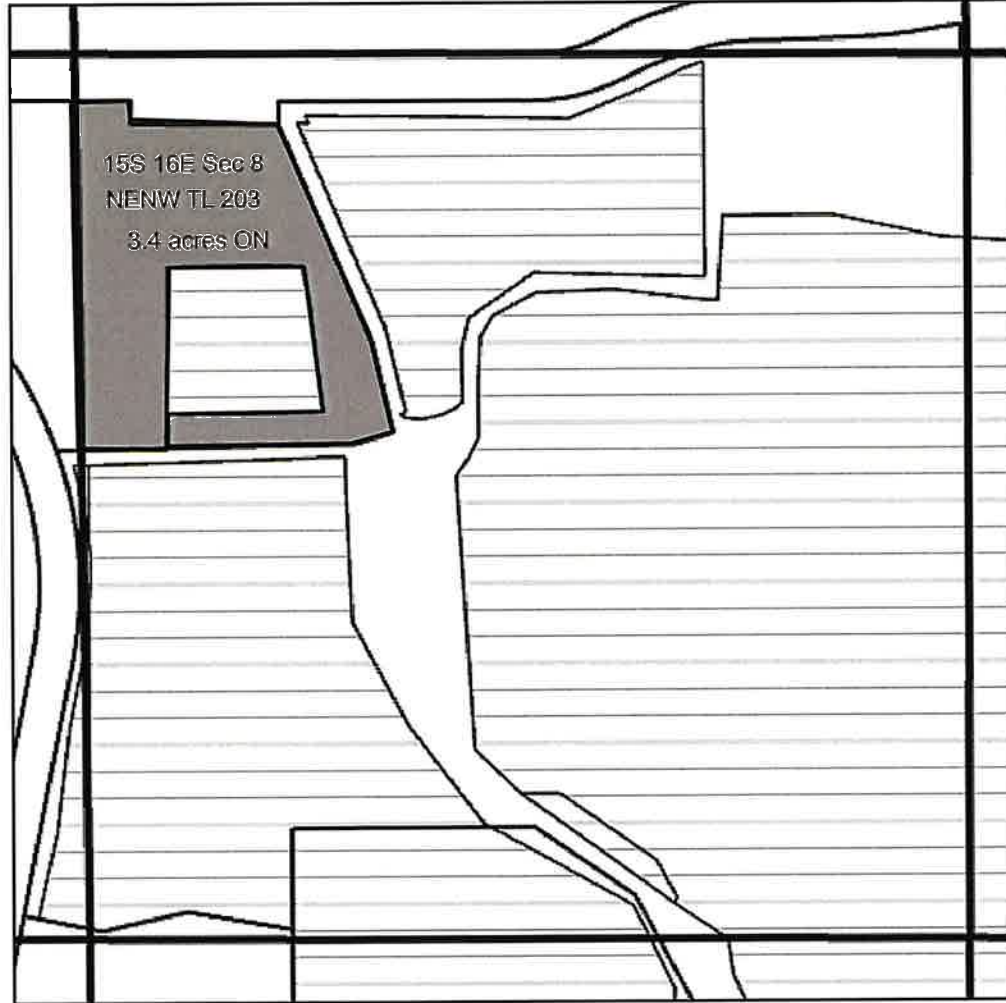
**Crook County**

**T 15S R 16E Sec.8 Tax Lot 203**

**NE Of The NW**



**ON**



**Prepared:**

**1 inch equals 400 feet**

**District Internal Notice #: 1-24**

**Certificate #: 82247 IR**

- |                   |               |                          |
|-------------------|---------------|--------------------------|
| Transfer          | Cert 82246 IR | Cert 82246 IR / 82247 IS |
| Less than 5 acres | Cert 82247 IR | Cert 82249 IS            |
| Tax Lot           | QQ            |                          |



**Notice of Permanent Transfer**  
**Crook County**  
**Acres: 3.4 acres ON**

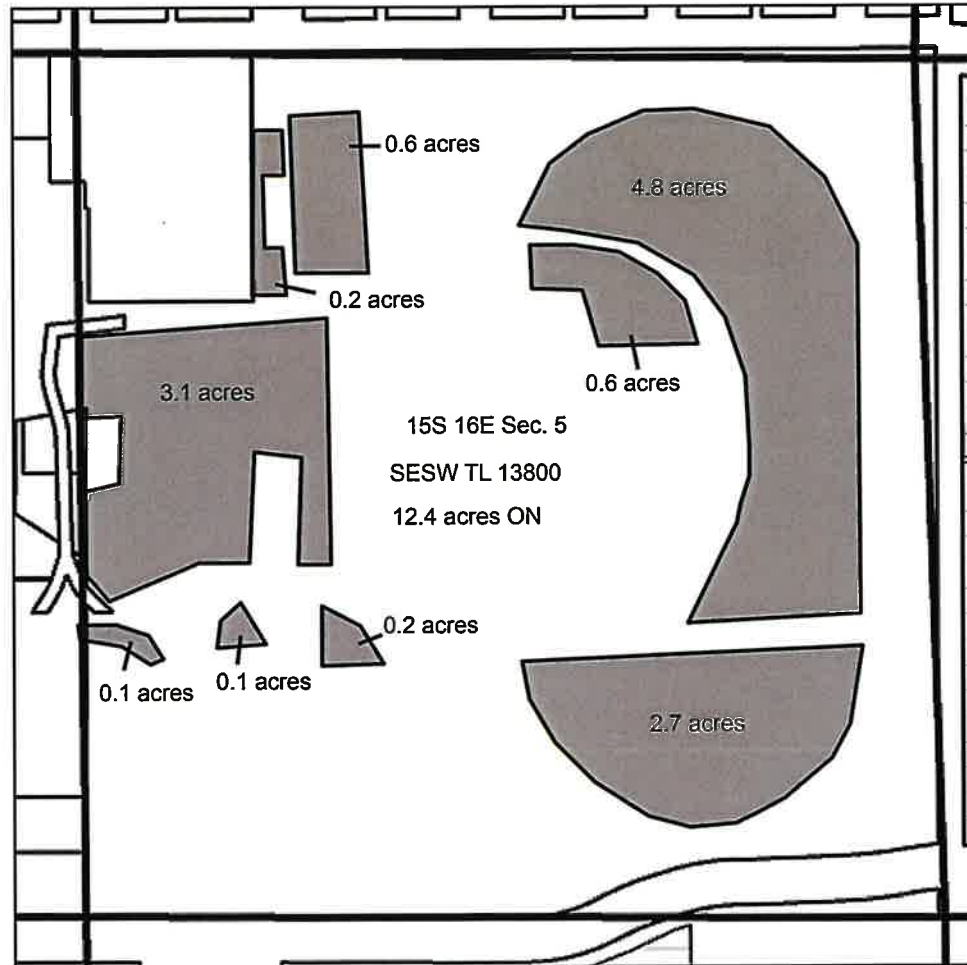
**Crook County**

**T 15S R 16E Sec.5 Tax Lot 13800**

**SE Of The SW**



**ON**



Prepared:

1 inch equals 400 feet

District Internal Notice #: 1-24

Certificate #: 82247 IR

- |                   |               |                          |
|-------------------|---------------|--------------------------|
| Transfer          | Cert 82246 IR | Cert 82246 IR / 82247 IS |
| Less than 5 acres | Cert 82247 IR | Cert 82249 IS            |
| Tax Lot           | QQ            |                          |



**Notice of Permanent Transfer**

**Crook County**

**Acres: 12.4 ON**

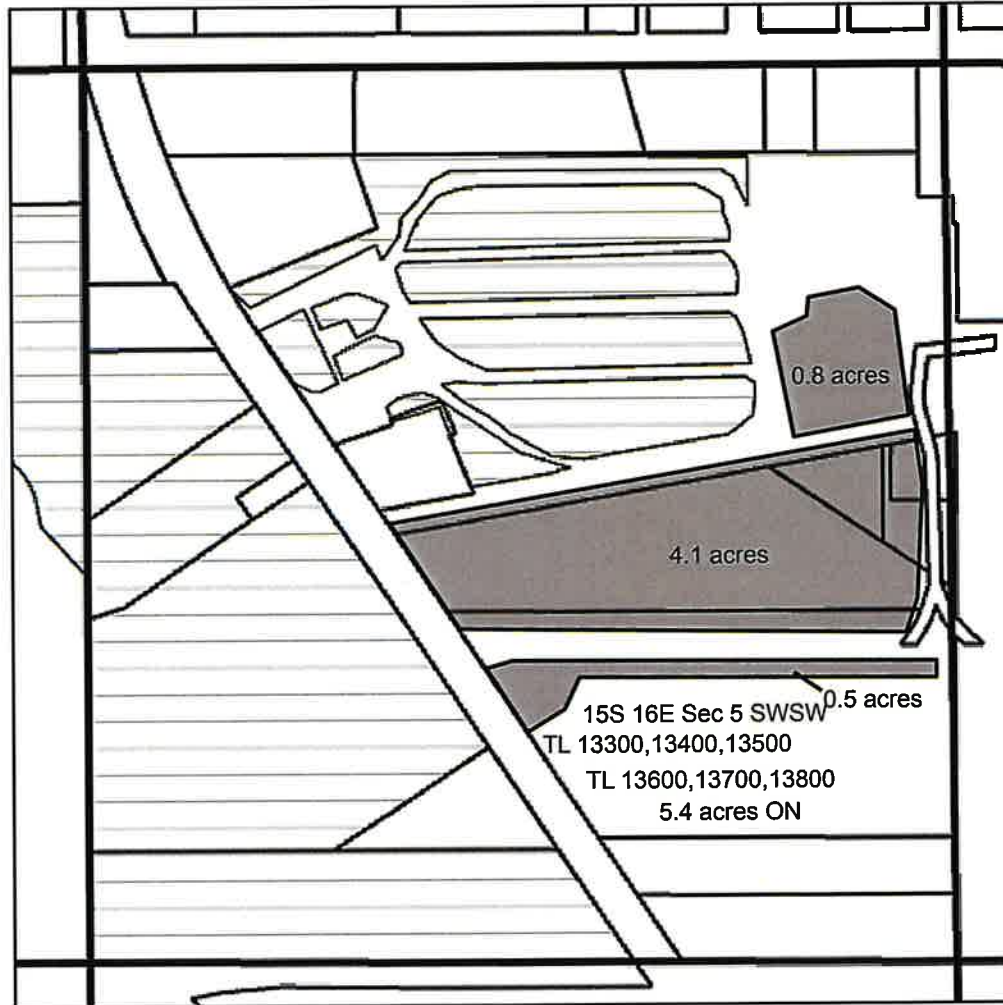
**Crook County**

**T 15S R 16E Sec.5 Tax Lot Multiple**

**SW Of The SW**



**ON**



Prepared:

1 inch equals 400 feet

District Internal Notice #: 1-24

Certificate #: 82247 IR

- |                   |               |                          |
|-------------------|---------------|--------------------------|
| Transfer          | Cert 82246 IR | Cert 82246 IR / 82247 IS |
| Less than 5 acres | Cert 82247 IR | Cert 82249 IS            |
| Tax Lot           | QQ            |                          |

**Notice of Permanent Transfer**  
**Crook County**  
**Acres: 5.4 ON**





Ochoco Irrigation District



Cook County is not responsible for errors, omissions, or  
inaccuracies in this map. The map was prepared by Cook  
County GIS of report [541] (11/16/2020).

1 inch = 333 feet



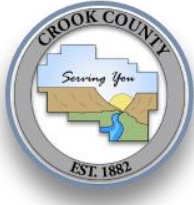


# Ochoco Irrigation District





## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**



## Agenda Item Request

**Date:**

*February 28, 2024*

**Meeting date desired:**

*March 6, 2024 – Court Session Consent*

**Subject:**

*No public comments were received for the Title III request to pay for the Drones and accessories and funds will be spent in accordance with the applicable law as originally approved by the County Court on January 3, 2024.*

**Background and policy implications:**

*See original request attached*

**Budget/fiscal impacts:**

*See original request attached*

**Requested by:**

*Christina Haron, CPA, Crook County Finance Director*

[christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

**Legal review (only if requested):**

*NA*



## Agenda Item Request

**Date:**

*December 20, 2023*

**Meeting date desired:**

*January 3, 2024 – Court Session Discussion*

**Subject:**

*Request to expend \$40,000 of Title III (Secure Rural Schools) Federal funds to purchase 2 thermal imaging drones and required accessories for Search and Rescue purposes*

**Background and policy implications:**

*This request includes the purchase of two DJI Matrice M30T Small Unmanned Aircraft Systems (Drones) with Thermal Imaging and required accessories including two Drone Command Box/Vaults containing radio head and speaker, mounted TV screen and power banks to charge drone batteries for installation in two of the current Sheriff's Office 2023 Ford Expeditions. The intention of said drones and the mobile command box, which are specifically designed for Search and Rescue operations, will significantly improve the ability to respond to emergency situations including locating missing persons, assessing disaster areas, and conducting efficient search operations, particularly in challenging terrains and remote areas around Crook County. Further discussion regarding the need for the drones and breakdown of anticipated spending including three quotes related to the purchase of the drones is attached.*

**Budget/fiscal impacts:**

*No budgetary impact as the purchase of the drones, accessories, command boxes and associated labor to install the command boxes in the existing Sheriff's Office vehicles qualifies to utilize Title III funding which has already been appropriated for spending this fiscal year. Title III funds are expended in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (5)(b) of the same reauthorized in 2014.*

**Requested by:**

*Christina Haron, CPA, Crook County Finance Director*

[christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Christina Haron, CPA, Crook County Finance Director*

*Mitch Madden, Lieutenant, Crook County Sheriff's Office*

**Legal review (only if requested):**

*NA*

***Breakdown of estimated spending for Title III Funds for  
Search and Rescue Drones:***  
*(rounded to the nearest thousand)*

<ul style="list-style-type: none"> <li>- 2 - Drones and accessories purchased from General Pacific, Inc (\$12,000 each)</li> <li style="padding-left: 20px;">o General Pacific, Inc is the lowest cost provider. See attached additional quotes from the following vendors: <ul style="list-style-type: none"> <li>▪ DJI</li> <li>▪ Advexure</li> </ul> </li> <li>- 2 - TruckVault Drone Command Unit, Charging Station, and Drawers (\$6,500 each)</li> <li style="padding-left: 20px;">o TruckVault is the sole provider – they are purpose-built units, see attached specification sheet.</li> <li style="padding-left: 20px;">o 2 - 32" Screens</li> <li style="padding-left: 20px;">o Estimated labor for installation of units by Performance and Repair Specialties in Prineville, OR</li> </ul>	<p>\$24,000</p> <p>\$13,000</p> <p>\$ 1,000</p> <p>\$ 2,000</p> <p>Estimated Project Total</p>
	<p>\$40,000</p>

Jake Koski

Deputy

Jacob.koski@crookcountysheriff.org

12/06/2023

Subject: Proposal for the Purchase of Two DJI M30T sUAS for Search and Rescue Operations

I am writing to submit a proposal for the purchase of two DJI M30T Small Unmanned Aircraft Systems (sUAS) to enhance the search and rescue capabilities of the Crook County Sheriff's Office. The acquisition of these cutting-edge devices will significantly improve our ability to respond to emergency situations, particularly in challenging terrains and remote areas.

**\*\*1. Introduction: \*\***

The DJI M30T sUAS is a state-of-the-art unmanned aerial vehicle designed specifically for search and rescue operations. With its advanced features, including high-resolution cameras, thermal imaging capabilities, and long flight times, the M30T can provide real-time aerial intelligence to support our efforts in locating missing persons, assessing disaster areas, and conducting efficient search operations. The benefit of the M30T is they are rated to fly in rain, snow, and high wind, which our current fleet is not capable of.

**\*\*2. Rationale: \*\***

Search and rescue operations often require swift and accurate information, especially in situations where traditional methods may be impractical or time-consuming. The DJI M30T sUAS can be deployed rapidly to survey vast areas, identify potential hazards, and relay critical information to ground teams. Thermal imaging capabilities are particularly beneficial for locating individuals in low-light conditions or dense vegetation.

**\*\*3. Proposed Use: \*\***

The primary use of the DJI M30T sUAS will be in search and rescue missions within Crook County. Specific applications include:

- Locating missing persons in remote or inaccessible areas.
- Assessing disaster-stricken areas for potential hazards and planning rescue strategies.
- Providing real-time situational awareness to incident commanders during emergencies.

**\*\*4. Budget Overview: \*\***

The estimated cost for the purchase of two DJI M30T sUAS, including necessary accessories, training, and maintenance, is \$23,578. We propose allocating these funds from Title III money, as the acquisition aligns with the objectives of enhancing public safety and emergency response capabilities within Crook County.

**\*\*5. Training and Certification: \*\***

We recognize the importance of proper training for our personnel to operate the sUAS effectively and in compliance with regulations. We will allocate a portion of time for specialized training programs and certification for designated operators within the Sheriff's Office, as well as qualification using the NIST Standards Course.

**\*\*6. Benefits: \*\***

The acquisition of the DJI M30T sUAS will offer the following benefits:

- Improved response time and efficiency in search and rescue operations.
- Enhanced situational awareness for incident commanders.
- Increased safety for both search and rescue personnel and the individuals being assisted.

**\*\*7. Conclusion: \*\***

Investing in the DJI M30T sUAS for the Crook County Sheriff's Office is a strategic decision to modernize our search and rescue capabilities. The proposed purchase aligns with the mission of ensuring the safety and well-being of our community members.

We appreciate your consideration of this proposal and look forward to the opportunity to discuss its merits further. If approved, we will proceed with the procurement process promptly to ensure the timely integration of these valuable assets into our emergency response toolkit.

Thank you for your attention to this matter.

Sincerely,

Jacob Koski

Deputy

Jacob.koski@crookcountysheriff.org



**CROOK COUNTY SHERIFFS SEARCH AND RESCUE**  
 308 NE 2ND ST  
 Prineville, OR 97754  
 United States

**Jacob Koski**  
 jacob.koski@crookcountysheriff.org  
 541-447-6398

Reference: 20231024-135036945  
 Quote created: October 24, 2023  
 Quote expires: April 21, 2024  
 Quote created by: Connor Davis  
 Inside Sales  
 cdavis@generalpacific.com  
 +15039072842


Hello Jacob,  
 Thank you for choosing Gen Pac as your drone provider.

**Products & Services**

Item & Description	Part Number	Quantity	Unit Price	Total
DJI Matrice 30T (Basic) Combo Includes: Aircraft, RC Plus Controller, Payload: Laser Range Finder, 12MP Wide and 48MP Zoom Camera, 640x512 Radiometric Thermal, 2 x TB30 Intelligent Flight Battery, BS30 Charging Station, USB Charger & Cable for Controller, Propellers, Carrying Case, 1 Year DJI Care Enterprise Basic Protection Plan, 1 Standard Maintenance Service.	DJI M30T COMBO	2	\$9,637.00	\$19,274.00
DJI TB30 Intelligent Flight Battery FOR M30 SERIES	DJI TB30	12	\$329.00	\$3,948.00
DJI WB37 DJI RC Plus, DJI RC and Crystal Sky additional battery	DJI WB37 INTELLIGENT BATTERY – CP.BX.000229	2	\$59.00	\$118.00

Item & Description	Part Number	Quantity	Unit Price	Total
Hoodman Landing Pad 5ft Foldable pad for safe landing and take off.	GEN HOODMAN LANDING PAD 5FT	2	\$119.00	\$238.00
One-time subtotal				\$23,578.00
			<b>Total</b>	<b>\$23,578.00</b>

**Questions? Contact me**

  
 Connor Davis  
 Inside Sales  
 cdavis@generalpacific.com  
 +15039072842

General Pacific  
 22414 NE Townsend Way  
 Fairview, OR 97024  
 United States





Due to safe transport and handling procedures, orders containing batteries cannot be shipped to Guam addresses. Thank you for you




# My Shopping Cart

Log in to synchronize the items in your shopping cart. [Log In Now >](#)

Sign in to DJI with Google USD

**Jake Koski**  
deputy.koski@gmail.com

**Jake Koski**  
jacobwkoski@gmail.com

Item	Item Price	Quantity	Price
<input type="checkbox"/>  <b>WB37 Battery</b>	USD \$59	<input type="button" value="-"/> <input type="text" value="2"/> <input type="button" value="+"/>	USD \$118
<input type="checkbox"/>  <b>Matrice 30 Series TB30 Intelligent Flight Battery</b>	USD \$329	<input type="button" value="-"/> <input type="text" value="12"/> <input type="button" value="+"/>	USD \$3,948
<input type="checkbox"/>  <b>Matrice 30T Worry-Free Plus Combo</b>	USD \$10,587	<input type="button" value="-"/> <input type="text" value="2"/> <input type="button" value="+"/>	USD \$21,174

Enjoy a 1% rebate on every purchase in the form of DJI Credit - the more you buy, the more you earn.

[Learn more about DJI Credit >](#)

Have a Coupon Code?

Proceed to checkout to use Coupons and DJI Credits.

**CART SUBTOTAL: USD \$25,240**

Tax: Calculated at checkout ⓘ

Shipping: Free

[Continue Shopping](#)



[Check Out](#)



Free Shipping over USD \$149  
Fast-Delivery Guarantee



We accept credit cards, PayPal, and bank wires



Order Service: [Live Chat](#)

### Product Categories

- Camera Drones
- Handheld
- Education & Industry
- Service

### Help & Support

- Payment Methods
- Order Information
- Shipping & Delivery
- Return Policy
- Technical Support

### Programs

- DJI Credit
- Official Refurbished
- DJI Store App

### Explore

- SkyPixel
- DJI Forum
- Buying Guides
- Fly Safe
- DJI Flying Tips

### Subscribe

Be the first to find out about newest offerings and hottest deals, and what's new.

Your Email Address

Need help finding the right UAS solution? Speak with our team of SMEs. 



Search our latest products and solutions... Close

[Login / New Customer](#)

18






[My Advexure Account](#)

[Cart](#)

## Shopping Cart

Your order is eligible for FREE SHIPPING within the US (AK & HI excluded). Most in stock orders placed M-F before 4PM pacific time ship the same day.

[Checkout](#)

Product	Quantity	Total
 <p>HOODMAN Hoodman Drone Launch/Landing Pad (5 Ft) \$119.00</p> <p>- 2 + Remove</p>	<p>- 2 + Remove</p>	\$238.00
 <p>DJI DJI WB37 Intelligent Battery \$59.00</p> <p>- 2 + Remove</p>	<p>- 2 + Remove</p>	\$118.00
 <p>DJI DJI Matrice 30 TB30 Intelligent Flight Battery \$329.00</p> <p>- 12 + Remove</p>	<p>- 12 + Remove</p>	\$3,948.00
 <p>DJI DJI Matrice 30T Thermal Combo w/ Care Enterprise - Plus \$10,114.00</p> <p>- 2 + Remove</p>	<p>- 2 + Remove</p>	\$20,228.00
<p> Calculate Shipping Options</p>		
<b>Total</b>		<b>\$24,532.00</b>

Hoodman Drone Launch/Landing Pad (5 Ft)	DJI
\$119	DJI Matrice 30 TB30 I
	\$329
	4

**ABOUT ADVEXURE**

Advexure is one of North America's largest dealers, distributors and systems integrators for unmanned drone systems and technology solutions. We offer drone equipment, unmatched technical service & enterprise support resources, all backed by a team of unmanned system experts and specialists.

**USEFUL LINKS**

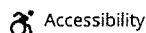
- [Why Advexure?](#)
- [Read our Reviews](#)
- [Insider's Blog](#)

**CUSTOMER CARE**

- [Request a Quote](#)
- [Frequently Asked Questions](#)
- [Support Knowledge Base](#)
- [DJI Care Refresh](#)
- [DJI Enterprise Shield](#)

**INFORMATION**

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- [Contact Us](#)
- [Our Team](#)
- [Government Contracts](#)
- [Shipping Policy](#)
- [Return Policy](#)
- [Privacy Policy](#)



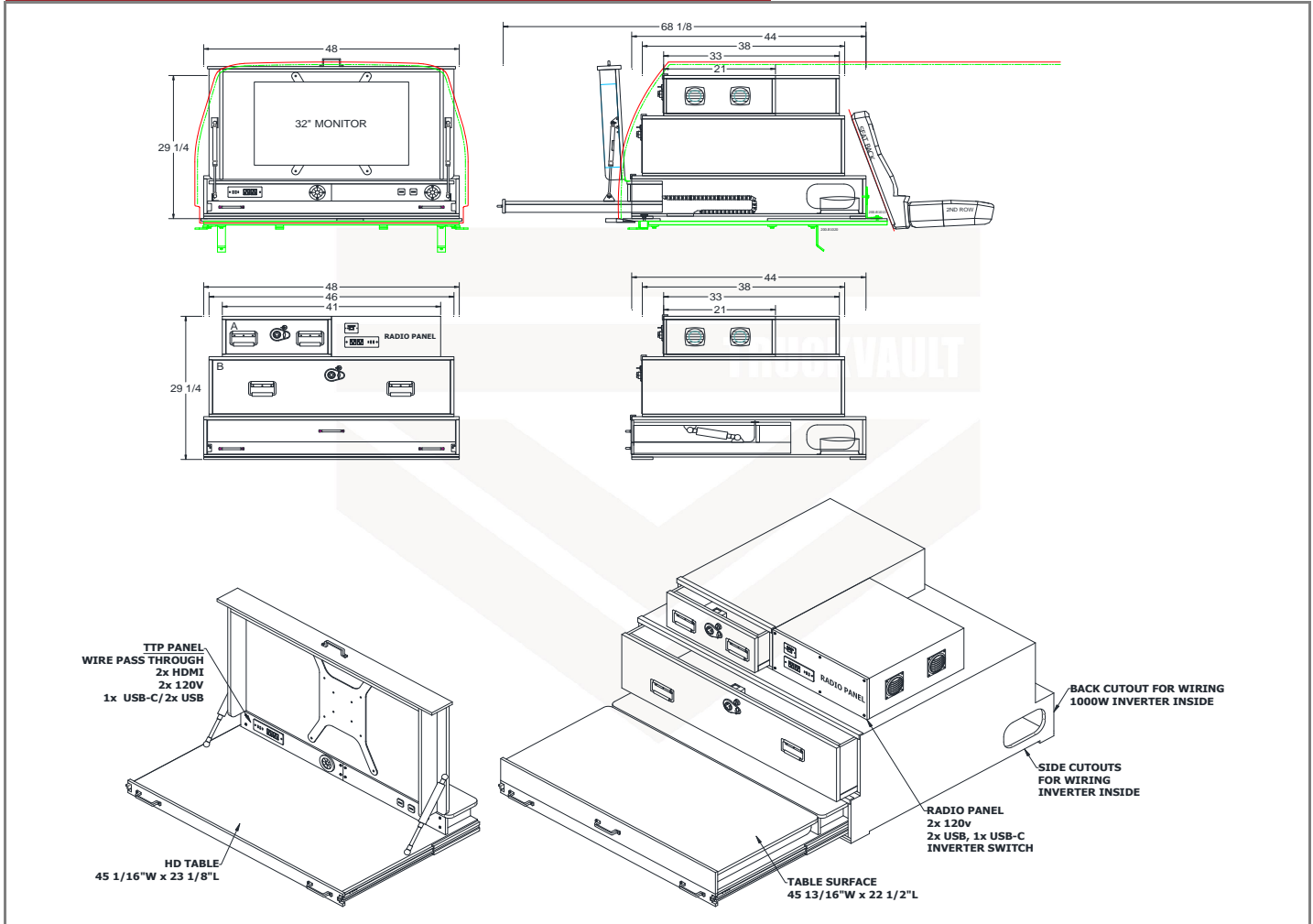
[Privacy Policy](#) | [Terms & Conditions](#)

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[Partners & Associations](#)

<b>MAKE:</b>	Ford	<b>MODEL:</b>	Expedition	<b>YEARS:</b>	2018 -
<b>3RD ROW SEAT:</b>	Removed	<b>SPARE TIRE ACCESS:</b>	Yes	<b>STYLE:</b>	

**STOCK CODE: C14784**



<b>VAULT WIDTH:</b>	48	<b>INSIDE DRAWER HEIGHT:</b>	A: 6 1/8	B: 10 1/8
<b>VAULT LENGTH:</b>	44	<b>INSIDE DRAWER LENGTH:</b>	A: 30 5/8	B: 35 5/8
<b>VAULT HEIGHT:</b>	28 3/4	<b>INSIDE DRAWER WIDTH:</b>	A: 17 15/16	B: 43 7/16
		<b>INSIDE DRAWER DIAGONAL:</b>	A: 35 1/8	B: 55 13/16

**OVERALL HEIGHT:** 29 1/4

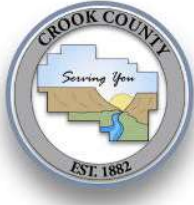
ADDITIONAL INFORMATION:

**NOTE:** Overall Vault height may increase by 1/2" with protective front iron & carpet or 3/4" with all weather coating  
**NOTE:** Depending on the style, some locks will increase the Overall Vault length an additional 1 5/8"

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Page 24

## AGENDA ITEM REQUEST



**Date:**

2/20/2024

**Meeting date desired:**

3/6/2024

**Subject:**

TownCloud Contract for Data Conversion Services

**Background and policy implications:**

Data Conversion Services required for ERP implementation due to Naviline

**Budget/fiscal impacts:**

\$20,000 request (150 hours at \$150/hour) per the attached contract - covered with ARPA funds for ERP implementation

**Requested by:**

Christina Haron, CPA Crook County Finance Director

**Presenters:**

Christina Haron, CPA Crook County Finance Director

**Legal review (only if requested):**

NA

**Elected official sponsor (if applicable):**

NA



**STATEMENT OF WORK for:**  
**Crook County, OR**  
SOW No: 24-215  
Date: 2/2/2024

**CONTACT INFORMATION**

**TownCloud, Inc (TownCloud)**  
Contact: Christopher Haywood  
Phone: (720) 722-0349  
Email: chaywood@towncloud.com

**Crook County, OR (Customer)**  
Contact: Christina Haron  
Phone: (541) 447-6554 Ext 168  
Email: Christina.Haron@crookcountyor.gov

**DESCRIPTION OF WORK**

### Additional Data Conversion Services

In order to expedite the project, reduce staff workload and improve the state of the data in production TownCloud Financial system, TownCloud is proposing the following additional Data Conversion services:

#### General Ledger

- Add functionality to support multiple legacy accounts per TownCloud account
  - Update existing grids and create new grids
  - Update Journal and Chart of Accounts Imports
- Created new import for account cross references to utilize the provided Master Chart of Accounts Crosswalk workbook. This will also reduce data migration time and effort.
- Created new import for account groups and sub-groups to reduce data migration time and effort as new environments are set up for testing and ultimately for production
- Review provided data, identify issues and potential opportunities

#### Projects

- Extract project data, populate import worksheet
- Enable Crook review of import worksheet in order to assign new project group attribute at time of import vs manually after the fact
- Review existing project data for potential issues and opportunities for improved data quality

#### Budgets

- Extract data and manipulate as needed to populate import worksheet
- Budget imports, done via journal imports, will leverage the new many to one account cross reference capability

## Transactions

- Extract data and manipulate as needed to populate import associated worksheets
  - This includes journal, 'invoice', and cash receipt transactions from GMBA / Naviline
- Payable journal transactions from GMBA will be mapped to actual invoice transactions in TownCloud
- Each transaction import will leverage the new many to one account cross reference capability

## Vendors

- Reduce duplicate vendors and identify active (primary) vendors
- Retain all remaining vendors as one-time vendors, keeping the current vendor number as the one-time sub-vendor number for continuity between systems
- Retain 1099 name and address info
- Sanitize, as best as possible, vendors being imported as primary vendors to enable the creation of common / shared businesses or people as the basis of the new vendors
  - Create logic to cleanup hundreds of records of bad data (incorrect flag for business vs personal) so that business and contact files are properly populated.
    - Create an array based on ~90 business attributes to identify business vs personal vendors since
- Create new functionality to convert a one-time vendor to a primary vendor

## CUSTOMER RESPONSIBILITIES

Customer responsibilities related to a successful project:

- Provide remote access to TownCloud staff on the Customer system.
- Ensure reasonable availability of subject matter experts and decision makers as required.
- Participate in meetings and provide mapping and feedback as required.
- Test and validate the data as required:
  - Preliminary data prior to loading in system
  - Transformed data loaded in system
- Document data mapping issues and requested changes promptly.
- Provide approvals without unreasonable delay.
- **It is Customer's responsibility to test and certify that all reports and data are correct and accurate.**

## ASSUMPTIONS

- All work will be performed remotely.
- Additional services beyond those specified in this SOW will be documented via change order or separate SOW.

## Effort and Costs

Note: TownCloud is providing the following project cost estimates based upon the scope as described above. Any changes or additions to the above project scope which increase the estimate by more than 10% will be documented in a Change Order and approved by the customer prior to the work being performed.

### Effort

This cost proposal includes all items listed in this Statement of Work.

Task	Hours
Data Conversion Consulting Services	150
<b>Total</b>	<b>150</b>

### Estimated Cost

	Rate	Cost
Consulting Hours	\$150/hour	\$22,500
Discount		\$ 2,500
<b>Total Cost</b>		<b>\$20,000</b>

**PRICING IS VALID FOR 30 DAYS.**

## SIGNATURES

TownCloud	Customer
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:





## Agenda Item Request

**Date:**

*February 26, 2024*

**Meeting date desired:**

*March 6, 2024 Consent Agenda*

**Subject:**

*Secure Rural Schools (Title III) Spending Approval Request - Increase for CWPP request*

**Background and policy implications:**

*Request to approve additional \$10,000 in Title III dollars to update the Crook County Community Wildfire Protection Plan per original request approved Dec. 6, 2023. COIC firmed up the scope of work, incorporated increases for their rates, and adjusted the mileage reimbursement rate. The cost for the CWPP increased by \$8,424.*

**Budget/fiscal impacts:**

*This request covers the entirety of the expected costs related to updating the Community Wildfire Protection Plan with no additional outlay from the County.*

**Requested by:**

*Christina Haron, CPA Crook County Finance Director*     [christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Andy Pearson, Crook County Sheriff's Office  
Christina Haron, Crook County Finance Director*

**Legal review (only if requested):**

*NA*

**Elected official sponsor (if applicable):**

*NA*

Name of Project: Crook County CWPP

Project Location: Crook County, Oregon (county-wide)

Project Coordinators: Shelby Knight, Resilience Planner, Central Oregon Intergovernmental Council

& Andy Pearson, Emergency Manager, Crook County Sheriff's Office

Contact Information: [sknight@coic.org](mailto:sknight@coic.org) 541-279-3898

Project Description: COIC will coordinate the 10-Year Crook County CWPP Rewrite in 2024 and will support annual updates through 2028. An up to date CWPP is critical to being eligible and ready to take advantage of promising mitigation projects and funding opportunities to reduce community risk to wildfire. The CWPP rewrite process provides the opportunity for communities to assess risk to wildfire and identify local priorities and actions. It therefore helps to reduce the risk of property loss and/or human health impacts from severe wildfire by focusing attention on priority communities. It may also help improve the ecological health of federally managed lands in Crook County for the benefit of all U.S. citizens. By working with various stakeholders in the community and establishing relationships, we are improving community relations and trust with the public in general. This project will also support the development of a mosaic of defensible space within Crook County so fire fighters can more safely take a stand to protect homes and make the homes themselves more resistant to the risk of ignition.

Scope of Work:

**1. Perform the 10-Year Update to the Crook County Community Wildfire Protection Plan (2024)**

- a. Re-convene and coordinate at least 6 meetings of the CWPP Steering Committee;
- b. Work with Crook County and state and federal agencies to update the GIS layers and produce new base maps;
- c. Revise the community risk assessment utilizing new State of Oregon risk maps;
- d. Develop metrics to ensure target priority goals are being met;
- e. Update the community priorities and recommendations;
- f. Update and track progress on action plan since 2014;
- g. Present the draft plan to affected communities in Crook County and collect feedback; and
- h. Finalize the CWPP.

**2. Coordinate Annual Updates for the Crook County Community Wildfire Protection Plan (2025-2028)**

- a. Re-convene and coordinate at least one steering team meeting per year to review and revise the risk assessment, priority goals and recommendations, and the action plan.

Project Partners:

The Crook County CWPP will be steered by the following partner agencies:

- Crook County emergency management (Sheriff's Office);
- Crook County Community Development;
- Crook County GIS;

- Crook County Fire & Rescue;
- Rural Fire Protection Associations;
- Oregon Department of Forestry;
- US Forest Service;
- Bureau of Land Management.

The CWPP will also engage the community of Prineville and rural residential areas in the identification of risks and priority implementation projects.

Project Duration:

2024 Rewrite: January 2024 – December 2024

Annual Updates: Spring or Fall of 2025, 2026, 2027, and 2028

Project Budget:

<b>Contracting</b>			
Description	hours	Hourly rate	Total
Resilience Planner	180	\$ 100.00	\$ 18,000.00
Project Manager	320	\$ 80.00	\$ 25,600.00
Program Assistant	300	\$ 70.00	\$ 21,000.00
<i>Subtotal</i>			\$ 64,600.00
<b>Materials and Supplies</b>			
Description	Cost per unit	Units	Total
Printing final CWPP	\$ 20.00	100	\$ 2,000.00
Meeting materials/snacks	\$ 20.00	9	\$ 180.00
<i>Subtotal</i>			\$ 2,180.00
<b>Travel</b>			
Description	Cost per unit	Unit (miles)	Total
Mileage reimbursement	\$ 0.625	500	\$ 312.50
<i>Subtotal</i>			\$ 312.50
<b>Admin</b>			
Description	Fee Percentage	Total Project Cost	Total Fee
Admin Costs	0.1	\$ 67,092.50	\$ 6,709.25
<b>PROJECT TOTAL</b>			<b>\$ 73,801.75</b>
COIC Contribution			\$ 11,211.00
<b>TOTAL CC TITLE III</b>			<b>\$ 62,590.75</b>

**PUBLIC NOTICE  
NOTICE OF PUBLIC COMMENT PERIOD**

Crook County hereby gives notice that it intends to expend funds in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (a)(5) of the same reauthorized in 2014.

The county intends to expend up to \$10,000 additional dollars in federal funds for the purpose of updating the Crook County Community Wildfire Protection Plan due to the increase in scope, updated rates and adjusted mileage rate from current contract with Central Oregon Intergovernmental Council. An up-to-date CWPP is critical to being eligible and ready to take advantage of promising mitigation projects and funding opportunities to reduce community risk to wildfire. The CWPP rewrite process provides the opportunity for communities to assess risk to wildfire and identify local priorities and actions. It therefore helps to reduce the risk of property loss and/or human health impacts from severe wildfire by focusing attention on priority communities. It may also help improve the ecological health of federally managed lands in Crook County for the benefit of all U.S. citizens. By working with various stakeholders in the community and establishing relationships, we are improving community relations and trust with the public in general. This project will also support the development of a mosaic of defensible space within Crook County so fire fighters can more safely take a stand to protect homes and make the homes themselves more resistant to the risk of ignition.

Public comments regarding this project are requested and may be submitted in writing to County Judge Seth Crawford, 300 NE Third St., Prineville, OR 97754 by Friday, April 26, 2024, at 5pm Pacific Time.

PROFESSIONAL SERVICES CONTRACT

CONTRACTOR: Central Oregon Intergovernmental Council DATE: 2/20/2024

ADDRESS: 334 NE Hawthorne Ave. Bend, OR 97701  
Street Address City State Zip

PHONE NUMBER: 541-279-3898 EMAIL: sknight@Coic.org

The signing of this Contract (“Agreement”) by Central Oregon Intergovernmental Council (COIC), an ORS Chapter 190 intergovernmental entity, (hereinafter “Contractor”) and Crook County, a political subdivision of the State of Oregon (hereinafter “County”), authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The services as described on Exhibit E to this Agreement are to be provided by Contractor in connection with a Project identified as follows: Update to Crook County’s Community Wildfire Protection Plan.
2. DURATION: This Agreement shall run from February 1, 2024 (“effective date”) through February 28, 2025 unless terminated or extended according to the provisions of this Agreement.
3. SCOPE OF SERVICES: Contractor will perform the services as described on Exhibit E attached hereto.
4. FEE FOR SERVICES: Contractor’s fee for the services identified on Exhibit F to this Agreement shall be: Seventy One Thousand Thirty and 50/100 Dollars (\$71,030.50).
5. EXTRA SERVICES: Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. EXHIBITS: The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

Independent Contractor Status	(Exhibit A)
Conformance with Oregon Public Contract Law	(Exhibit B)
Oregon Tax Law Compliance	(Exhibit C)
Protected Information	(Exhibit D)
Scope of Services	(Exhibit E)

7. SUBMITTAL OF W-9 BEFORE PAYMENT: Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.
8. CONTRACTOR STATUS. By its execution of this Agreement, Contractor 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, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

9. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor and as more specifically set forth in Exhibit "C."
10. **REIMBURSEMENT OF EXPENSES:** Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
11. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
12. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures 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 the County. All persons doing business with the 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 the County has been duly authorized.
13. **PAYMENT BY COUNTY:** County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
14. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the County connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.
15. **INSURANCE.**

**15.1 GENERAL INSURANCE.** The Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a “per project” Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor’s agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County’s financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this Section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

**15.2 PROFESSIONAL LIABILITY:** Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, with a limit of at least \$1,000,000 per occurrence.

**15.3 WORKERS’ COMPENSATION.** Contractor shall provide and maintain workers’ compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers’ compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.

**15.4 EVIDENCE OF INSURANCE COVERAGE:** Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.

**15.5 NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE.** The certificate of insurance shall contain a requirement that the Insurance Company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the County within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the Contractor’s responsibility to notify the County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

**15.6 EQUIPMENT AND MATERIAL:** The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**15.7 SUBCONTRACTOR:** The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

**15.8 EXCEPTION OR WAIVERS:** Any exception or waiver of these requirements shall be subject to review and approval from the County.

**16. [RESERVED]**

**17. CONFORMANCE WITH OREGON PUBLIC CONTRACTS LAW (ORS CHAPTER 279):** Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.

**18. PROTECTION OF PERSONAL INFORMATION:** If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Contractor shall comply with the protected information requirements set forth on the attached Exhibit "D."

**19. ENTIRE AGREEMENT:** 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.

**20. AMENDMENTS:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

**21. ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

**22. SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

**23. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.



24. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
25. **ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT:** In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
26. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
27. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
28. **TERMINATION:**
- (a) Crook County may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
  - (b) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
  - (c) Notwithstanding any other provision of this Agreement, County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

29. **RIGHTS IN DATA:** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the

County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.

30. **NO AUTHORITY TO BIND CROOK COUNTY:** Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
31. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
32. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
33. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
34. **SEVERABILITY:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
35. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
36. **ATTORNEY FEES:** 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.
37. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
38. **TAX CREDITS:** Should Contractor become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, Contractor and County agree to share equally in any net tax benefit received by Contractor. For the purposes of this provision: (a) "net tax benefit" means the reasonable estimate of the net reduction in Contractor's tax liability for the current period, including any tax benefit, reduced by Contractor's reasonable costs for applying for and calculating the benefit, and (b) "reduction in Contractor's tax liability" means a reduction in the amounts due or to become due for federal and state income taxes of Contractor, Contractor's subcontractors, its partners, members, and shareholders.
39. **COUNTERPARTS:** This Professional Services Contract 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.

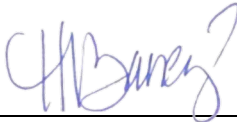
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

**For Contractor**

**For Crook County**

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

CROOK COUNTY COURT

By:   
Signature  
Tammy Baney  
Printed Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

Title: Executive Director

Title: \_\_\_\_\_

Date: 2/20/2024

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **Independent Contractor Status**

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least five of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
  - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

## EXHIBIT “B”

### Crook County Public Contracts Conformance with Oregon Public Contractors Laws

**Pursuant to Oregon law, every public contract shall contain the following conditions:**

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) 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. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

**If this agreement is for a public improvement, the contract shall contain the following conditions:**

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) 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. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or

officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
  - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of subcontracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.  
 If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the County, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.  
 If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify subcontractor(s) of the condition.

FEDERAL AGENCIES

Department of Agriculture  
 Forest Service  
 Soil Conservation Service  
 Department of the Army Corps of Engineers  
 Coast Guard  
 Department of Health and Human Services  
 Department of the Interior  
 Bureau of Indian Affairs  
 Bureau of Land Management  
 Bureau of Outdoor Recreation  
 Department of Commerce

Fish and Wildlife Services  
 Office of Surface Mining  
 Reclamation and Enforcement  
 Bureau of Reclamation  
 Department of Labor  
 Occupational Safety and Health Administration  
 Mine Safety and Health Administration  
 Department of Transportation  
 Federal Highway Administration  
 Environmental Protection Agency

STATE AGENCIES

Department of Agriculture  
 Department of Energy  
 Department of Environmental Quality  
 Department of Fish and Wildlife  
 Department of Forestry  
 Department of Geology and Minerals

Department of Human Services  
 Land Conservation and Development Commission  
 Division of State Lands  
 State Soil and Water Conservation Commission  
 Water Resources Department  
 Oregon Department of Transportation

LOCAL AGENCIES

Planning Commission, Crook County  
Environmental Health, Crook County

Community Development Department, Crook County  
Crook County Court

- 21) Promptly, as due, make payment to any person, copartnership, 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

**If this agreement is for demolition, the contract shall also contain the following conditions:**

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

## **EXHIBIT "C"**

### **Oregon Tax Laws Compliance and Certification**

#### **A. Contractor's Compliance with Tax Laws.**

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, 'tax laws' includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.3. of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement Contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

#### **B. Contractor's Representations and Warranties.**

Contractor represents and warrants to County that:

1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to



Contractor's performance of or compensation for any work performed by Contractor;

- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

2. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc., delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

## EXHIBIT “D”

### Protected Information

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at Page 46

any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

- 6. Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
- 7. PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 8. End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
- 9. Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 10. Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief.

Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

- 11. Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
- 12. Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
- 13. Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

## EXHIBIT “E”

### Scope of Services

Name of Project: Crook County CWPP

Project Location: Crook County, Oregon (county-wide)

Project Coordinators: Sommers Taylor, Program Coordinator Central Oregon Intergovernmental Council

& Andy Pearson, Emergency Manager, Crook County Sheriff’s Office

Contact Information: [staylor@coic.org](mailto:staylor@coic.org)

Project Description: COIC will coordinate the 10-Year Crook County CWPP Rewrite in 2023. An up to date CWPP is critical to being eligible and ready to take advantage of promising mitigation projects and funding opportunities to reduce community risk to wildfire. The CWPP rewrite process provides the opportunity for communities to assess risk to wildfire and identify local priorities and actions. It therefore helps to reduce the risk of property loss and/or human health impacts from severe wildfire by focusing attention on priority communities. It may also help improve the ecological health of federally managed lands in Crook County for the benefit of all U.S. citizens. By working with various stakeholders in the community and establishing relationships, we are improving community relations and trust with the public in general. This project will also support the development of a mosaic of defensible space within Crook County so fire fighters can more safely take a stand to protect homes and make the homes themselves more resistant to the risk of ignition.

#### Scope of Work:

##### **1. Perform the 10-Year Update to the Crook County Community Wildfire Protection Plan (2024)**

- a. Re-convene and coordinate at least 6 meetings of the CWPP Steering Committee;
- b. Revise the community risk assessment utilizing new State of Oregon risk maps;
- c. Develop metrics to ensure target priority goals are being met;
- d. Update the community priorities and recommendations;
- e. Update and track progress on action plan since 2014;
- f. Present the draft plan to affected communities in Crook County and collect feedback;  
and
- g. Finalize the CWPP.

#### Project Partners:

The Crook County CWPP will be steered by the following partner agencies:

- Crook County emergency management (Sheriff’s Office);
- Crook County Community Development;
- Crook County GIS;
- Crook County Fire & Rescue;
- Rural Fire Protection Associations;
- Oregon Department of Forestry;
- US Forest Service;
- Bureau of Land Management.

The CWPP will also engage the community of Prineville and rural residential areas in the identification of risks and priority implementation projects.

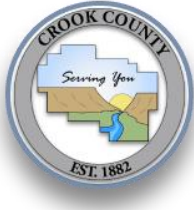
**Project Duration:**

February 2024 – February 2025

**Project Budget:**

<b>Contracting</b>			
Description	Role		Total
Resilience Planner	Project Support and Oversight		\$ 20,000.00
Project Manager	Project Management		\$ 28,500.00
Program Assistant	Administrative Support		\$ 23,750.00
<i>Subtotal</i>			\$ 72,250.00
<b>Materials and Supplies</b>			
Description	Cost per unit	Units	Total
Printing final CWPP	\$ 20.00	100	\$ 2,000.00
Meeting materials/snacks	\$ 20.00	9	\$ 180.00
<i>Subtotal</i>			\$ 2,180.00
<b>Travel</b>			
Description	Cost per unit	Unit (miles)	Total
Mileage reimbursement	\$ 0.670	500	\$ 335.00
<i>Subtotal</i>			\$ 335.00
<b>Admin</b>			
Description	Fee Percentage	Total Project Cost	Total Fee
Admin Costs	0.1	\$ 74,765.00	\$ 7,476.50
<b>PROJECT TOTAL</b>			\$ 82,241.50
COIC Contribution			\$ 11,211.00
<b>TOTAL CC FUNDING RQUST</b>			<b>\$ 71,030.50</b>

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

**PUBLIC NOTICE  
NOTICE OF PUBLIC COMMENT PERIOD**

Crook County hereby gives notice that it intends to expend funds in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (a)(5) of the same reauthorized in 2014.

The county intends to expend up to \$10,000 additional dollars in federal funds for the purpose of updating the Crook County Community Wildfire Protection Plan due to the increase in scope, updated rates and adjusted mileage rate from current contract with Central Oregon Intergovernmental Council. An up-to-date CWPP is critical to being eligible and ready to take advantage of promising mitigation projects and funding opportunities to reduce community risk to wildfire. The CWPP rewrite process provides the opportunity for communities to assess risk to wildfire and identify local priorities and actions. It therefore helps to reduce the risk of property loss and/or human health impacts from severe wildfire by focusing attention on priority communities. It may also help improve the ecological health of federally managed lands in Crook County for the benefit of all U.S. citizens. By working with various stakeholders in the community and establishing relationships, we are improving community relations and trust with the public in general. This project will also support the development of a mosaic of defensible space within Crook County so fire fighters can more safely take a stand to protect homes and make the homes themselves more resistant to the risk of ignition.

Public comments regarding this project are requested and may be submitted in writing to County Judge Seth Crawford, 300 NE Third St., Prineville, OR 97754 by Friday, April 26, 2024, at 5pm Pacific Time.





## Agenda Item Request

**Date:**

*February 26, 2024*

**Meeting date desired:**

*March 6, 2024 – Court Session Consent*

**Subject:**

*Natural Hazard Mitigation Plan Update*

**Background and policy implications:**

*Request to approve additional \$10,000 from the Risk Management Fund to update the Crook County Natural Hazard Mitigation Plan per original request approved Jan. 3, 2024. COIC firmed up the scope of work, incorporated increases for their rates, and adjusted the mileage reimbursement rate. The cost for the NHMP increased by \$8,605.*

**Budget/fiscal impacts:**

*Requested funding via the County's Risk Management Fund which would be included in the current budget appropriation for the fund. As this request affects all County departments, it was felt that it was appropriate to use the Risk Management Funds as its purpose is for mitigating a variety of county-wide risks, such as liability insurance deductibles and additional workers compensation and each department pays into it for cost recovery similar to our Internal Service Funds.*

**Requested by:**

*Christina Haron, CPA Crook County Finance Director*     [christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Andy Pearson, Crook County Sheriff's Office  
Christina Haron, Crook County Finance Director*

**Legal review (only if requested):**

*NA*

**Elected official sponsor (if applicable):**

*NA*

## **Project Title: Crook County 2024 NHMP Update**

**Project Contact:** Shelby Knight, Resilience Planner, COIC

[sknight@coic.org](mailto:sknight@coic.org)

541-279-3898

### **Overview:**

This project involves the review and 5-year update of the Crook County Multi-Jurisdictional Natural Hazards Mitigation Plan which includes: Working with a contractor (COIC) to assemble a multi-jurisdictional and multi-discipline committee to review the current plan, update the risk/vulnerability analysis, update environmental factors (geographical, economic, social), draft new or revised mitigation strategies, plan adoption. This work will be provided through contract and supported by county, city, and other agency stakeholders.

### **Partners:**

- Crook County Planning
- Crook County Sheriff's Office/Emergency Management
- City of Prineville – Planning/Community Development, Facilities/Public Works, etc.
- Fire Districts within Crook County
- Crook County School District
- United States Forest Service
- Bureau of Land Management

### **Scope of Work:**

Central Oregon Intergovernmental Council (COIC), with support and guidance from the Crook County Emergency Manager, will deliver the following scope of work activities:

1. Finalize scope of work and process
  - a. COIC to meet with project partners as appropriate to discuss needs and schedule upcoming meetings
  - b. Identify and establish the initial NHMP Steering Committee members and City of Prineville Addendum Committee
  - c. Project kickoff meeting with the project managers to finalize Scope of Work
  - d. COIC to develop IGA with Crook County
2. Research and document prep
  - a. COIC to research and build process based on latest FEMA NHMP guidance and other examples of successful plans in the past 2-3 years
  - b. Create a review and update process timeline with meetings, public comment meeting, and final review and signature meeting.
  - c. Preliminary review of 2018 NHMP for broad scope understanding of necessary updates
  - d. Convert the 2018 NHMP into newest template/format
3. Project Management Team (PMT) meetings

- a. PMT will meet monthly to develop agendas, identify and problem solve barriers, review budget and progress, etc.
  - i. Up to 12 meetings
4. Convene Steering Committee to update each section of the document
  - a. This includes the risk/vulnerability analysis, hazard annexes, mitigation plan, and all appendices. *Note: a significant amount of time dedicated to follow up and research between meetings is required at this stage to ensure “homework” and action items are being moved forward.*
    - i. Up to 6 meetings, 1-2 sections per meeting
5. Prineville Addendum Steering Committee meeting
  - a. Convene one meeting of the City of Prineville Steering Committee to develop City specific addendum. *Note: this is required for the City to be eligible for FEMA hazard mitigation grants.*
6. Coordinate outreach/public input
  - a. FEMA requires at least 2 types of public input processes are carried out. Likely this will be a survey and a public meeting, but COIC will work with the PMT and the Steering Committee to understand and develop the best outreach strategies for accomplishing this task that are specific to the kinds of outreach that historically have gotten strong community response in Crook County.
7. Submit draft 1 to OEM/FEMA for review
  - a. Allow up to 90 days for OEM/FEMA review
8. Work with PMT and Steering Committee to incorporate OEM & FEMA feedback into the NHMP
  - a. Up to 2 meetings
9. Submit to OEM/FEMA for final review and approval
  - a. Allow up to 90 days for OEM/FEMA review
  - b. Incorporate any remaining comments/feedback
10. Support City and County in presenting the NHMP for formal adoption
  - a. Develop presentation
  - b. Attend meeting/present (if requested)
11. Submit remaining documentation to FEMA and finalize the Plan
  - a. Submit all final documentation to OEM/FEMA
  - b. Update final document with resolutions and approval dates
  - c. Print copies of the Plan
  - d. Post copies of the Plan to website
  - e. Press release/media interviews as requested

**Timeline:**

January 2024 – March 2025

~12-18 Months (dependent upon OEM/FEMA review turnaround times)

**Budget:**

<b>Contracting</b>			
Description	hours	Hourly rate	Total
Resilience Planner	120	\$ 100.00	\$ 12,000.00
Project Manager	320	\$ 80.00	\$ 25,600.00
Program Assistant	350	\$ 70.00	\$ 24,500.00
<i>Subtotal</i>			\$ 62,100.00
<b>Materials and Supplies</b>			
Description	Cost per unit	Units	Total
Printing final NHMP	\$ 30.00	50	\$ 1,500.00
Meeting materials/snacks	\$ 20.00	8	\$ 160.00
<i>Subtotal</i>			\$ 1,660.00
<b>Travel</b>			
Description	Cost per unit	Unit (miles)	Total
Mileage reimbursement	\$ 0.625	500	\$ 312.50
<i>Subtotal</i>			\$ 312.50
<b>Admin</b>			
Description	Fee Percentage	Total Project Cost	Total Fee
Admin Costs	0.1	\$ 64,072.50	\$ 6,407.25
<b>PROJECT TOTAL</b>			<b>\$ 70,479.75</b>

Not Updated

PROFESSIONAL SERVICES CONTRACT

CONTRACTOR: Central Oregon Intergovernmental Council DATE: 2/20/2024

ADDRESS: 334 NE Hawthorne Ave. Bend, OR 97701  
Street Address City State Zip

PHONE NUMBER: 541-279-3898 EMAIL: sknight@Coic.org

The signing of this Contract (“Agreement”) by Central Oregon Intergovernmental Council (COIC), an ORS Chapter 190 intergovernmental entity, (hereinafter “Contractor”) and Crook County, a political subdivision of the State of Oregon (hereinafter “County”), authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The services as described on Exhibit E to this Agreement are to be provided by Contractor in connection with a Project identified as follows: Update to Crook County’s Natural Hazard Mitigation Plan.
2. DURATION: This Agreement shall run from February 1, 2024 (“effective date”) through May 30, 2025 unless terminated or extended according to the provisions of this Agreement.
3. SCOPE OF SERVICES: Contractor will perform the services as described on Exhibit E attached hereto.
4. FEE FOR SERVICES: Contractor’s fee for the services identified on Exhibit F to this Agreement shall be: Seventy Nine Thousand Eighty Four and 50/100 Dollars (\$79,084.50).
5. EXTRA SERVICES: Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. EXHIBITS: The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

- |   |             |
|---|-------------|
| Independent Contractor Status               | (Exhibit A) |
| Conformance with Oregon Public Contract Law | (Exhibit B) |
| Oregon Tax Law Compliance                   | (Exhibit C) |
| Protected Information                       | (Exhibit D) |
| Scope of Services                           | (Exhibit E) |

7. SUBMITTAL OF W-9 BEFORE PAYMENT: Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.

8. **CONTRACTOR STATUS.** By its execution of this Agreement, Contractor 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, and as more specifically set forth on Exhibit “A” attached hereto and incorporated herein by this reference.
9. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor and as more specifically set forth in Exhibit “C.”
10. **REIMBURSEMENT OF EXPENSES:** Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
11. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County’s business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
12. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures 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 the County. All persons doing business with the 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 the County has been duly authorized.
13. **PAYMENT BY COUNTY:** County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
14. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the County connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor’s obligations in this paragraph.

## 15. INSURANCE.

**15.1 GENERAL INSURANCE.** The Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a “per project” Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor’s agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County’s financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this Section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

**15.2 PROFESSIONAL LIABILITY:** Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, with a limit of at least \$1,000,000 per occurrence.

**15.3 WORKERS’ COMPENSATION.** Contractor shall provide and maintain workers’ compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers’ compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.

**15.4 EVIDENCE OF INSURANCE COVERAGE:** Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.

**15.5 NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE.** The certificate of insurance shall contain a requirement that the Insurance Company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the County within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the Contractor’s responsibility to notify the County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

**15.6 EQUIPMENT AND MATERIAL:** The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**15.7 SUBCONTRACTOR:** The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

**15.8 EXCEPTION OR WAIVERS:** Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. [RESERVED]

17. **CONFORMANCE WITH OREGON PUBLIC CONTRACTS LAW (ORS CHAPTER 279):** Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.

18. **PROTECTION OF PERSONAL INFORMATION:** If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Contractor shall comply with the protected information requirements set forth on the attached Exhibit "D."

19. **ENTIRE AGREEMENT:** 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.

20. **AMENDMENTS:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

22. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

23. **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall



constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

24. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
25. **ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT:** In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
26. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
27. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
28. **TERMINATION:**
  - (a) Crook County may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
  - (b) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
  - (c) Notwithstanding any other provision of this Agreement, County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

29. **RIGHTS IN DATA:** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in

Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.

30. **NO AUTHORITY TO BIND CROOK COUNTY:** Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
31. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
32. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
33. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
34. **SEVERABILITY:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
35. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
36. **ATTORNEY FEES:** 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.
37. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
38. **TAX CREDITS:** Should Contractor become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, Contractor and County agree to share equally in any net tax benefit received by Contractor. For the purposes of this provision: (a) "net tax benefit" means the reasonable estimate of the net reduction in Contractor's tax liability for the current period, including any tax benefit, reduced by Contractor's reasonable costs for applying for and calculating the benefit, and (b) "reduction in Contractor's tax liability"

means a reduction in the amounts due or to become due for federal and state income taxes of Contractor, Contractor's subcontractors, its partners, members, and shareholders.

39. COUNTERPARTS: This Professional Services Contract 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.

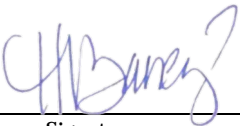
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

**For Contractor**

**For Crook County**

CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL

CROOK COUNTY COURT

By:   
Signature

By: \_\_\_\_\_  
Signature

Tammy Baney  
Printed Name

\_\_\_\_\_  
Printed Name

Title: Executive Director

Title: \_\_\_\_\_

Date: 02/20/2024

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **Independent Contractor Status**

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least five of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
  - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

## **EXHIBIT “B”**

### **Crook County Public Contracts Conformance with Oregon Public Contractors Laws**

**Pursuant to Oregon law, every public contract shall contain the following conditions:**

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) 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. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

**If this agreement is for a public improvement, the contract shall contain the following conditions:**

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) 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. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or

officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
  - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of subcontracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.  
 If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the County, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.  
 If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify subcontractor(s) of the condition.

FEDERAL AGENCIES

Department of Agriculture  
 Forest Service  
 Soil Conservation Service  
 Department of the Army Corps of Engineers  
 Coast Guard  
 Department of Health and Human Services  
 Department of the Interior  
 Bureau of Indian Affairs  
 Bureau of Land Management  
 Bureau of Outdoor Recreation  
 Department of Commerce

Fish and Wildlife Services  
 Office of Surface Mining  
 Reclamation and Enforcement  
 Bureau of Reclamation  
 Department of Labor  
 Occupational Safety and Health Administration  
 Mine Safety and Health Administration  
 Department of Transportation  
 Federal Highway Administration  
 Environmental Protection Agency

STATE AGENCIES

Department of Agriculture  
 Department of Energy  
 Department of Environmental Quality  
 Department of Fish and Wildlife  
 Department of Forestry  
 Department of Geology and Minerals

Department of Human Services  
 Land Conservation and Development Commission  
 Division of State Lands  
 State Soil and Water Conservation Commission  
 Water Resources Department  
 Oregon Department of Transportation

LOCAL AGENCIES

Planning Commission, Crook County  
Environmental Health, Crook County

Community Development Department, Crook County  
Crook County Court

- 21) Promptly, as due, make payment to any person, copartnership, 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

**If this agreement is for demolition, the contract shall also contain the following conditions:**

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

## **EXHIBIT "C"**

### **Oregon Tax Laws Compliance and Certification**

#### **A. Contractor's Compliance with Tax Laws.**

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.3. of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement Contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

#### **B. Contractor's Representations and Warranties.**

Contractor represents and warrants to County that:

1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to



Contractor's performance of or compensation for any work performed by Contractor;

- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

2. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc., delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

## EXHIBIT “D”

### Protected Information

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at Page 70

any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

- 6. Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
- 7. PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 8. End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
- 9. Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 10. Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief.

Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

- 11. Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
- 12. Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
- 13. Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

## EXHIBIT “E”

### Scope of Services

**Project Title: Crook County 2024 NHMP Update**

**Project Contact:** Shelby Knight, Resilience Planner, COIC

[sknight@coic.org](mailto:sknight@coic.org)

541-279-3898

#### Overview:

This project involves the review and 5-year update of the Crook County Multi-Jurisdictional Natural Hazards Mitigation Plan (NHMP) which includes: Working with a contractor (COIC) to assemble a multi-jurisdictional and multi-discipline committee to review the current plan, update the risk/vulnerability analysis, update environmental factors (geographical, economic, social), draft new or revised mitigation strategies, plan adoption. This work will be provided through contract and supported by county, city, and other agency stakeholders.

#### Partners:

- Crook County Planning
- Crook County Sheriff's Office/Emergency Management
- City of Prineville – Planning/Community Development, Facilities/Public Works, etc.
- Fire Districts within Crook County
- Crook County School District
- United States Forest Service
- Bureau of Land Management

#### Scope of Work:

Central Oregon Intergovernmental Council (COIC), with support and guidance from the Crook County Emergency Manager, will deliver the following scope of work activities:

1. Finalize scope of work and process
  - a. COIC to meet with project partners as appropriate to discuss needs and schedule upcoming meetings
  - b. Identify and establish the initial NHMP Steering Committee members and City of Prineville Addendum Committee
  - c. Project kickoff meeting with the project managers to finalize Scope of Work
  - d. COIC to develop IGA with Crook County
2. Research and document prep
  - a. COIC to research and build process based on latest FEMA NHMP guidance and other examples of successful plans in the past 2-3 years
  - b. Create a review and update process timeline with meetings, public comment meeting, and final review and signature meeting.
  - c. Preliminary review of 2018 NHMP for broad scope understanding of necessary updates
  - d. Convert the 2018 NHMP into newest template/format

3. Project Management Team (PMT) meetings
  - a. PMT will meet monthly to develop agendas, identify and problem solve barriers, review budget and progress, etc.
    - i. Up to 12 meetings
4. Convene Steering Committee to update each section of the document
  - a. This includes the risk/vulnerability analysis, hazard annexes, mitigation plan, and all appendices. *Note: a significant amount of time dedicated to follow up and research between meetings is required at this stage to ensure “homework” and action items are being moved forward.*
    - i. Up to 6 meetings, 1-2 sections per meeting
5. Prineville Addendum Steering Committee meeting
  - a. Convene one meeting of the City of Prineville Steering Committee to develop City specific addendum. *Note: this is required for the City to be eligible for FEMA hazard mitigation grants.*
6. Coordinate any Special District Addendum meetings
  - a. Convene one meeting per interested special district to develop their addendum. *Note: this is required for all special districts to be eligible for FEMA hazard mitigation grants.*
7. Coordinate outreach/public input
  - a. FEMA requires at least 2 types of public input processes are carried out. Likely this will be a survey and a public meeting, but COIC will work with the PMT and the Steering Committee to understand and develop the best outreach strategies for accomplishing this task that are specific to the kinds of outreach that historically have gotten strong community response in Crook County.
8. Submit draft 1 to OEM/FEMA for review
  - a. Allow up to 90 days for OEM/FEMA review
9. Work with PMT and Steering Committee to incorporate OEM & FEMA feedback into the NHMP
  - a. Up to 2 meetings
10. Submit to OEM/FEMA for final review and approval
  - a. Allow up to 90 days for OEM/FEMA review
  - b. Incorporate any remaining comments/feedback
11. Support City and County in presenting the NHMP for formal adoption
  - a. Develop presentation
  - b. Attend meeting/present (if requested)
12. Submit remaining documentation to FEMA and finalize the Plan
  - a. Submit all final documentation to OEM/FEMA
  - b. Update final document with resolutions and approval dates
  - c. Print copies of the Plan
  - d. Post copies of the Plan to website

e. Press release/media interviews as requested

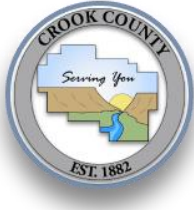
**Timeline:**

February 2024 – May 2025

**Budget:**

<b>Contracting</b>			
Description	Role		Total
Resilience Planner	Project Manager		\$ 30,000.00
Program Coordinator	Project Support		\$ 28,500.00
Program Assistant	Special Projects/Research/Admin Support		\$ 11,400.00
<i>Subtotal</i>			<i>\$ 69,900.00</i>
<b>Materials and Supplies</b>			
Description	Cost per unit	Units	Total
Printing final NHMP	\$ 30.00	50	\$ 1,500.00
Meeting materials/snacks	\$ 20.00	8	\$ 160.00
<i>Subtotal</i>			<i>\$ 1,660.00</i>
<b>Travel</b>			
Description	Cost per unit	Unit (miles)	Total
Mileage reimbursement	\$ 0.670	500	\$ 335.00
<i>Subtotal</i>			<i>\$ 335.00</i>
<b>Admin</b>			
Description	Fee Percentage	Total Project Cost	Total
Admin	0.1	\$ 71,895.00	\$ 7,189.50
<b>PROJECT TOTAL</b>			<b>\$ 79,084.50</b>

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



## AGENDA ITEM REQUEST



**Date:**

February 27, 2024

**Meeting date desired:**

March 6, 2024

**Subject:**

Behavioral health services contract with PacificSource Community Solutions.

**Background and policy implications:**

This is a proposed update to the behavioral health services agreement between the County and the regional Coordinated Care Organization.

**Budget/fiscal impacts:**

This proposed amendment will alter some of the terms for payment and reimbursement of services. Between today and March 6, we will conduct a thorough review to apprise the County Court of those changes.

**Requested by:**

Eric Blaine, County Counsel  
541-416-3919  
eric.blaine@crookcountyor.gov

**Presenters:**

Rick Treleaven, BestCare Services, Inc.

**Legal review (only if requested):**

The Legal Office will review prior to the March 6 meeting

**Elected official sponsor (if applicable):**

N/A



**2024 AMENDMENT  
to the  
PARTICIPATING PROVIDER AGREEMENT**

Effective April 1, 2024 the Participating Provider Agreement (the “Agreement”) between PacificSource Community Solutions (“Health Plan”) and Central Oregon Community Mental Health Programs (“CMHPs”) is amended to include the following:

1. New Attachments G and H.

Except for the changes described herein, the Participating Provider Agreement, and all other Exhibits, remain unchanged.

**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

  
PHIL CHANG, COMMISSIONER

Title: VP PROVIDER NETWORK

Title: BOARD OF DESCHUTES COUNTY COMMISSIONERS

Date: \_\_\_\_\_

Date: Feb. 21, 2024

Address: PO Box 7469  
Bend, OR 97701

Address: 2577 NE Courtney Drive  
Bend, OR 97701

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

By: \_\_\_\_\_

Name: WAYNE FORDING

Title: COMMISSIONER

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: KELLY SIMMELINK

Title: COMMISSIONER

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: MARK WUNSCH

Title: COMMISSIONER

Date: \_\_\_\_\_

**PACIFICSOURCE COMMUNITY SOLUTIONS**

By: \_\_\_\_\_

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: \_\_\_\_\_

**CROOK COUNTY HEALTH SERVICES  
BOARD OF COUNTY COMMISIONERS**

By: \_\_\_\_\_

Name: SETH CRAWFORD

Title: COUNTY JUDGE

Date: \_\_\_\_\_

**CROOK COUNTY HEALTH SERVICES  
BOARD OF COUNTY COMMISIONERS**

By: \_\_\_\_\_

Name: SUSAN HERMRECK

Title: COUNTY COMMISSIONER

Date: \_\_\_\_\_

**CROOK COUNTY HEALTH SERVICES  
BOARD OF COUNTY COMMISIONERS**

By: \_\_\_\_\_

Name: BRIAN BARNEY

Title: COUNTY COMMISSIONER

Date: \_\_\_\_\_

**PACIFICSOURCE COMMUNITY SOLUTIONS**

By: \_\_\_\_\_

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: \_\_\_\_\_

## ATTACHMENT G

### RISK MODEL

#### 1.0 RISK MODEL

The 2024 Risk model agreed upon by Health Plan, various primary care providers of St. Charles Medical Group, Mosaic Medical Group, Praxis Medical Group, and COIPA and also Central Oregon Community Mental Health Programs (“CMHP(s)”) shall contain the following:

- (A) A construct involving two (2) main Coordinated Care Organization (CCO) territories (Central Oregon CCO and Columbia Gorge CCO) and settlements within each CCO for OHP Members, as well as the potential for settlement impacts for CMHPs should CMHPs provide services to OHP Members from the Lane, Marion/Polk or Portland area CCOs. In the Central Oregon CCO, the separate Health Care Budget (HCB) settlements shall be for those OHP Members who are assigned to primary care providers of (i) St. Charles Medical Group (SCMG) combined with the primary care providers of Mosaic Medical Group (Mosaic), (ii) COIPA, and (iii) Praxis Medical Group. In the Central Oregon CCO, there are some OHP Members who are assigned to primary care providers other than SCMG, Mosaic Medical Group, COIPA and Praxis, for whom there may be no HCB, and/or no settlement involving CMHPs.
- (B) A Hospital Capitation Payment to St. Charles Health System (SCHS) for certain hospital services in the Central Oregon CCO as a component of the separate HCBs, and for which there is a Hospital Capitation Withhold (HCW) which shall be settled for SCMG/Mosaic and SCHS.
- (C) Capitated payment for primary care providers of SCMG, Mosaic, COIPA and Praxis Medical Group for certain primary care services provided to any assigned OHP Members from any CCO, for which there will be no withhold and no independent settlement.
- (D) Fee-for-service payment for all other professional services provided by SCMG, Mosaic, COIPA and Praxis Medical Group for any CCO members not designated as capitated primary care services per (C) above.
- (E) Capitated and fee-for-service payment to the CMHPs for services provided as detailed in Attachment H. Fee-for-service payments shall have a Claims Risk Withhold.
- (F) Patient-Centered Primary Care Home (PCPCH) and Behavioral Health Integration (BHI) per member per month payments for which primary care providers can qualify.

- (G) Payment allocations for (B), (C), (D), (E), and (F) above, and separate HCB settlements for health care expenses to determine Claims Risk Withhold and Surplus returns for SCMG, Mosaic, COIPA, Praxis Medical Group, other providers, Community Mental Health Programs (CMHPs) and Health Plan.
- (H) Separate risk models which features Revenue and Expenses for physical health, behavioral health/Chemical Dependency (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, 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.

If there are significant fluctuations (+/-10%) in the revenue allocations/adjustments for Dental, NEMT, or taxes/adjustments/premium transfers, Health Plan will discuss such fluctuations with CMHPs as soon as possible to gain a mutual understanding of the fluctuation, and whether it was due to membership fluctuation by benefit category, or some other cause.

- (I) 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.
- (J) Utilization and Process Metrics which specify the return of any HCW, and metrics which specify the return of part of the Surplus and Claims Risk Withhold which may result from health care costs measured against any HCB.

## 2.0 CAPITATION

**2.1 Hospital Capitation Rate (HCR) paid to SCHS:** The HCR shall be negotiated as a variable per member, per month (PMPM) for OHP members with physical health benefits, which has been calculated for the membership in the month of November 2020, and will fluctuate with membership fluctuations in each Rate Category, consistent with the revenue components listed in Section 1,H above. The HCR and the resulting Hospital Capitation Payment to SCHS may vary as Estimated Earned Net Premium Revenue payments from the state of Oregon to Health Plan increase or decrease, and is a weighted average of the following Central Oregon CCO membership in various benefit categories (which will change each month with membership) and PMPM Capitation Rates specific to each Rate Category as indicated below:

Rate Category	PMPM Capitation Rate	Nov. 2020 Membership
Aid to Blind/Disabled & OAA with Medicare	\$20.12	3,474
Aid to Blind/Disabled & OAA w/o Medicare	\$389.97	2,132
CAF/FOSTER Children	\$27.66	820
ACA Ages 19-44	\$94.35	15,411
ACA Ages 45-54	\$186.29	4,089
ACA Ages 55-64	\$209.14	4,183
PLM, TANF and CHIP Children age < 1	\$425.93	1,217
PLM, TANF and CHIP Children age 1-5	\$26.36	6,333
PLM, TANF and CHIP Children age 6-18	\$27.11	14,990
PLM Adults/PWO (includes pregnancy)	\$654.94	420
TANF/PCR (Adults only)	\$170.58	5,042
BCCP	\$433.42	18

Weighted Average	<b>Negotiated</b>
Total Average Membership, Central Oregon CCO	<b>58,128</b>

- 2.2 Hospital Capitation Withhold (HCW):** The Hospital Capitation Payment will have a eight percent (8%) 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 SCHS 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.

In the event of a significant shift in central Oregon community patterns-of-care that increase or decrease by more than five percent (5%) inpatient care, outpatient surgery, outpatient care, or the proportion of hospital care provided by out-of-area providers for any twelve-month period compared to a prior twelve-month period, the HCR may, upon mutual agreement by SCMG, Mosaic, SCHS, COIPA, CMHPs and Health Plan, be adjusted by Health Plan to account for such shifts in community patterns-of-care.



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 SCHS for such services paid under the Hospital Capitation Payment, Health Plan will present such information to all risk model entities adjust for such duplicate payment.

**2.4 Other Hospital Services:** The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via methods other than the Hospital Capitation Payment:

- Professional Services billed by SCHS professional and hospital-based providers and billed on a CMS 1500 form or UB-04 or other form, which, unless covered under a separate agreement, will be reimbursed at one hundred percent (100%) of current OHP Allowable Amounts and eight percent (8%) claims risk withhold.
- Services provided by and billed under St. Charles Medical Group and St. Charles Family Care.
- Services provided by and billed under Sageview Behavioral Health.
- Inpatient and outpatient Behavioral Health/CD, Alcohol/Drug – Residential, or Behavioral Health – Residential services funded via OHP’s Behavioral Health/CD, Alcohol/Drug - Residential or Behavioral Health – Residential revenue.
- Inpatient and outpatient Dental Services funded as the Oregon Health Plan and OHA’s Dental revenue via dental care providers and Dental Care Organizations (DCOs).

**2.5 Primary Care Capitation Rate.** For services provided by SCMG, Mosaic Medical, COIPA and Praxis Medical Group who is providing certain primary care services for SCMG, Mosaic, COIPA, and Praxis Medical Group-assigned OHP Members, reimbursement will be made on or around the 15<sup>th</sup> of every month, and shall be:

**Primary Care Capitation Rate negotiated as a variable per member per month**

This Primary Care Capitation rate will be made as a per member per month amount for any Federally Qualified Health Centers or Rural Health Centers, upon identification as such by Health Plan.

This Primary Care Capitation Rate will be applied to the following PCP Adjustment Factors attributed to the individual rate categories, which are:

<b>Rate Category</b>	<b>PCP Adjustment Factor</b>
Aid to Blind/Disabled & OAA with Medicare	0.3475
Aid to Blind/Disabled & OAA without Medicare	2.2243
CAF/FOSTER Children	1.0280
ACA Ages 19-44	0.9551
ACA Ages 45-54	1.4266
ACA Ages 55-64	1.4900
PLM, TANF and CHIP Children age < 1	1.5641
PLM, TANF and CHIP Children age 1-5	0.9435
PLM, TANF and CHIP Children age 6-18	0.6882
PLM Adults/PWO (includes pregnancy)	0.9551
TANF/PCR (Adults only)	0.9551
BCCP	0.9551

Primary care providers shall submit a claim to Health Plan for every service provided, including capitated primary care services.

## 2.6 Covered Services Paid By Primary Care Capitation Rate

This Primary Care Capitation Rate, multiplied by the PCP Adjustment Factors, will be considered payment in full for the following CPT code services which are provided by primary care providers for their assigned OHP Members:

<b>Services</b>	<b>CPT Codes</b>
Office Visits	99201-99205, 99211-99215, 99241-99245
Home Services	99341-99345, 99347-99350
Other Office Services	92551, 92552, 93000, 93005, 93010, 93790, 95115-95134, 99000-99002, 99050, 99051, 99053, 99056, 99058, 99070, 99080, 99366-99368, 99429, 99441-99443
Minor Surgical Services	10060, 10061, 10080, 10120, 10140, 10160, 11720, 11721, 11740, 16000, 16020, 17110, 17111, 20550, 20600, 20605, 20610, 30300, 36415, 45300, 45303, 46600, 46604, 51701, 54050, 54055, 54056, 56501, 65205, 65220, 69200, 69210

### 3.0 COMPENSATION – ALL OTHER PROFESSIONAL SERVICES

For non-capitated primary care services and all specialty/ancillary services provided to OHP Members irrespective of primary care provider assignment, SCMG, Mosaic, COIPA and Praxis Medical Group shall be compensated based on Resource Based Relative Value Scale (“RBRVS”) conversion factors or a percentage of the current OHP fee schedule. Payment will be less an established Claims Risk Withhold. On an annual basis, this Claims Risk Withhold will be returned in whole, in part, or not returned, based upon (a) the comparison of paid and incurred claims expenses and other costs, to separate HCBs in Sections 7 of this Exhibit B as well as the performance of quality metrics in Section 7.6, or (b) per the contract of the OHP Member’s primary care provider, if other than SCMG, Mosaic, COIPA or Praxis Medical Group.

#### 3.1 Medical Fee For Service

SERVICE/PROCEDURE	MAXIMUM ALLOWABLE	CLAIMS RISK WITHHOLD
<b>Services listed in the CMS Physicians Fee Schedule:</b> OHA GPCI Adjusted RVUs for services listed in the July 2019 Medicare Physician Fee Schedule	conversion factor <sup>1, 2, 3</sup>	8%
<b>Labor and Delivery:</b> CPT Codes 59400-59622	conversion factor <sup>1, 2, 3</sup>	8%
<b>Laboratory:</b> Services classified by CMS using OHP Medical-Dental Fee Schedule	% of OHP Allowable <sup>1, 3</sup>	8%
<b>Anesthesia:</b> Services classified in the American Society of Anesthesiologists Relative Value Guide	per unit ASA Conversion Factor <sup>4</sup>	8%
<b>Durable Medical Equipment, Prosthetics, Orthotics and Supplies:</b> Services listed in the OHP Medical-Dental Fee Schedule	% of OHP Allowable <sup>1, 3</sup>	8%
<b>Injectables, Vaccines, Immunizations:</b> Services listed in the OHP Medical-Dental Fee Schedule	% of OHP Allowable <sup>1, 3</sup>	8%
<b>Services and procedures without an OHP Allowable</b>	% of Billed Charges	8%

**Note:** Payment will be based upon the lesser of the billed amount or Health Plan negotiated rates in effect at the time the service or supplies are rendered or provided as specified above.

1. Updates to the schedules noted above shall be updated in accordance to OHP.

2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.

3. Health Plan will reimburse based on the rates published as of the date of adjudication

4. ASA Basic Unit Value and annual updates as defined by the American Society of Anesthesiologists Relative Value Guide. Time units shall be based on fifteen (15) minute increments.

**3.2 Patient Centered Primary Care Home (PCPCH) Program and Behavioral Health Integration**

Primary care providers shall be able to opt into Health Plan's Base or Program Participation PCPCH Program.

**4.0 ALTERNATIVE PAYMENT MODELS**

**4.1 Pediatric Hospitalist Program.**

SCHS shall be paid one dollar and twenty-five cents (\$1.25) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA and Praxis Medical Group's primary care providers in Central Oregon, to support a Pediatric Hospitalist Program (the "Program"). This amount will be an expense against separate HCBs to support the costs of the Program. Program revenue and costs, including FTE costs, will be reported showing any deficit/surplus. SCHS will provide, no less than quarterly, the accounting for the Program revenue and costs as described above to Health Plan.

**4.2 Provider Incentives for Enhanced Access, Quality Improvement and PCPCH Certification**

SCMG, Mosaic and COIPA shall be paid around three dollars and thirty cents (\$3.30) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA and Praxis Medical Group. This amount will be an expense against their respective HCBs.

**4.3 Deschutes Stabilization Center**

Deschutes County shall be paid ninety-one cents (\$0.91) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA and Praxis Medical Group primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense toward their respective HCBs.

**5.0 PREMIUM ALLOCATION.**

Health Plan and CMHPs have established the following allocation of premium in order to implement the compensation and risk incentive structure:

**5.1 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 OHP Members assigned to SCMG's/Mosaic's, COIPA's and Praxis Medical Group's primary care providers in the Central Oregon CCO for health services under OHP, less premium allocations and/or payments for services in Section 1,H, which include: Dental Care premium allocation and claims paid to DCOs, Non-Emergent Medical Transportation premium allocation and claims paid to NEMT vendors, payments to COHC per the agreement with the COHC, taxes, adjustments, premium transfers, innovation grant revenue, OHA-required Hepatitis C reconciliations with OHA as necessary, and any portion of QIM bonus or QIM withhold retained per agreement with the COHC.

**5.2 Allocation of Estimated Earned Net Premium Revenue.**

After the application of any 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 and claims paid to DCOs, Non-Emergent Medical Transportation premium allocation and claims paid to NEMT vendors, 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:

5.2.1 Administration. Eight and sixty hundredths percent (8.60%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to Health Plan for administration.

5.2.2 Amounts Allocated to the primary care provider provider HCB. Ninety-one and forty hundredths percent (91.40%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to the separate HCBs of SCMG/Mosaic, and COIPA.

## **6.0 ALLOCATIONS AND DISBURSEMENT**

### **6.1 Computation of Budget Expenses.**

For OHP Members assigned separately to primary care providers of SCMG/Mosaic, COIPA and Praxis Medical Group, 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, SCHS 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 shall be charged to the separate HCBs based on the day services were actually rendered with the exception of Late Claims, as defined in Section 6.2 below, which shall be charged to the next year's applicable budget.

### **6.2 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.

## **7.0 SETTLEMENT PARAMETERS.**

### **7.1 Settlement Parameters for OHP Members**

The following settlement parameters for this Section 7 are intended to approximate financial terms for OHP Members assigned to SCMG/Mosaic, COIPA's and Praxis Medical Group primary care providers. CMHP's role in settlements shall be consistent with the settlement terms of SCMG/Mosaic, COIPA and Praxis Medical Group, should such settlement terms differ from the terms and percentages otherwise indicated in this Section 7. CMHPs understand and agree to be subject to the settlement terms other primary care provider agreements when CMHPs provide services for OHP Members assigned to non-SCMG/Mosaic, non-COIPA and non-Praxis Medical Group entities.

### **7.2 Time Period.**

Annual Claims Risk Withhold and HCW settlement reports will occur for the 2024 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.

**7.3 Claims Risk Withhold Settlement Summary.**

Health Plan shall be responsible for computing, documenting, and reporting annual Claims Risk Withhold settlement summary. This report shall be submitted approximately five months (151 days) after year-end. In the event of a dispute regarding the accuracy and completeness of the data reported by Health Plan, Health Plan agrees to an audit of the data by an independent third party mutually agreed upon between Health Plan and providers, which shall be at the sole cost and expense of providers.

**7.4 Settlement Sequence – HCW**

The HCW will be settled consistent with the terms of the agreements between Health Plan and SCHS, SCMG and Mosaic, which are the only entities sharing in the HCW.

**7.5 Settlement Sequence – HCBs**

After completion of the HCW settlements, HCBs shall be settled per the agreement between Health Plan and SCMG, Mosaic, COIPA and Praxis Medical Group, of which the CMHPs may be a part.

**8.0 GENERAL PROVISIONS.**

**8.1 Defined Terms.**

Any terms not otherwise defined herein shall have the meaning set forth in the Participating Provider Agreement.

**8.2 Precedence.**

In the event of any conflict or inconsistency between this Exhibit and the Participating Provider Service Agreement, such conflict or inconsistency shall be resolved by giving precedence first to this Exhibit then the Participating Provider Agreement.



### **8.3 Health Services Understanding**

Health Plan and SCMG and COIPA signed a separate Letter of Understanding in July of 2015 which detailed the appropriate allocation of certain health care expenses as being part of any HCB. Consistent with that understanding Health Plan (a) has entered into a contract with OHA whereby Health Plan has agreed to manage programs to optimize cost, quality and experience of care for OHP Members, (b) is mandated to operate such programs with auditable reporting requirements, (c) has signed an agreement with OHA (consistent with OHA rules and regulations) which stipulates such program expenses are accounted for outside Health Plan administrative/general expenses and are part of health care expenses which are part of any HCB in this Agreement, and (d) calculates a PMPM expense as a percentage of the CCO global budget, to pay for such Health Services programs.

### **8.4 Requirements**

CMHPs will participate in and attest to performing any applicable (a) data submission activities pertinent to CCO 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 data to Health Plan on a monthly basis by the 20<sup>th</sup> 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 CMHPs' software vendor, (d) requests for surveys or other information, (e) requests to complete successful CCO data collection/submission activities, and (f) reporting expectations 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 eCQM 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 allows Health Plan to share individual provider performance information such as quality performance metrics with CCO-contracted providers and Health Councils.

### **8.5 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 HCB, 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.

#### **8.6 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 2024 (a) CMHP capitation rate, (b) conversion factors, or (c) hospital capitation rates agreed to in this 2024 amendment to the Agreement, Health Plan will notify CMHPs of such inconsistency in writing, and both parties will enter into a renegotiation of 2024 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 any HCB 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.

#### **8.7 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 any HCB from time to time and at Health Plan's discretion. These disbursements are distinct from Health Plan-provided Health Services.

**8.8 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.

**8.9 Corrective Action Plans**

Health Plan, at its sole discretion 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.

**8.10 Cooperation and Engagement in Quality Improvement Process.**

The COHC voted to support QIM-related positions within Health Plan and area providers. CMHPs agrees 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.

**8.11 Member Assignment**

Health Plan may, at its discretion, assign OHP Members to primary care providers. Revisions to assignment procedures may be made in response to objective data related to quality performance, patient access, patient experience, or in response to other information available to Health Plan.

## Attachment H

### CCO Fee-for-service and Capitation for Behavioral Health Services Community Mental Health Program for Central Oregon CCO

Effective 04/01/2024

#### 1. CMHP Fee-for service and Monthly Capitation Payment

For services provided to OHP Members in the counties where the CMHPs are the designated Community Mental Health Program, 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. These expenses will be charged and allocated to the separate Health Care Budgets (HCBs) in Attachment G.

Services provided to OHP Members from other CCOs and other counties for which the CMHP is not the designated Community Mental Health Program, CMHPs shall be reimbursed per a separate agreement for such services.

#### Intensive In-Home Behavioral Health Treatment (IIBHT) Deschutes County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible OHP Members aged twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Deschutes County, IIBHT services shall be submitted using HCPCS code of H0023 and shall be reimbursed through the below capitation table. The services under H0023 are separate from services billed for Behavioral Health outreach and engagement, for which a CPT code will be designated by Health Plan. Until such a time as an alternative code is identified, CMHP will submit non-billable Behavioral Health Outreach and Engagement (H0023) claims valued at the agreed rate of \$169.90 and attributed to Non-Encounterable Healthcare Services Costs in the capitation portion of this contract.

#### Intensive In-Home Behavioral Health Treatment (IIBHT) Jefferson County Health Services and Crook County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible OHP Members aged twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Jefferson County and Crook County CMHPS, IIBHT services shall be submitted using HPCPS code H0023 and shall be reimbursed at one hundred percent (100%) of the current OHA allowable, with an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

**Deschutes Stabilization Center**

Deschutes County’s CMHP shall be paid ninety-one cents (\$0.91) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and other primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense allocated to the separate HCBs.

**Therapy Services for all CMHPs:** Therapy Services FFS CPT Codes: 90832, 90834, 90837, 90846, 90847, H0004, H0005, H0016, H0038 shall be reimbursed at one hundred and thirty-two percent (132%) of the current OHP fee schedule, for services provided to OHP Members domiciled in the county for which the provider of care is the designated Community Mental Health Program. Allowable amounts will have an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

**Assessment Services for all CMHPs:** Assessment Services FFS CPT Codes: 90791, 90792, H0001, H0031, H2000 shall be reimbursed at one hundred seventy percent (170%) percent of the current OHP fee schedule for services provided to OHP Members domiciled in the county for which the provider of care is the designated Community Mental Health Program. Allowable amounts will have an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

**Sublocade Injection Services for all CMHPs:** Injection Services FFS CPT Codes: Q9991 and Q9992 shall be reimbursed at one hundred percent (100%) percent of the current OHP fee schedule for services provided to OHP Members domiciled in the county for which the provider of care is the designated Community Mental Health Program. Allowable amounts will have an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

**Non-Encounterable services/other billed services, Program Allocation and Mobile Crisis Payment and 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. Payments shall be an expense against the HCBs detailed in Attachment G. Payments for such services and programs shall be as follows:

	<b>Non-Encounterable services and all other CMHP-billed services PMPM</b>	<b>Program Allocation PMPM</b>	<b>Mobile Crisis Allocation PMPM</b>
Deschutes County Health Services, OHP Members domiciled in Deschutes/Klamath County	\$18.67	\$6.63	\$0.01
BestCare OHP Members domiciled in Jefferson County	\$16.09	\$10.39	\$0.01
BestCare OHP Members domiciled in Crook County	\$16.09	\$10.39	\$0.01