

CROOK COUNTY WORK SESSION

**Administration Conference Room
203 NE Court Street, Prineville, OR**

Tuesday January 31, 2023 at 9 a.m.

Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 2557 624 5694

Meeting Password: 37qgD2rbpy2

Requester	Discussion Matter	Packet Docs
1	Public Comment	
2	Kim Herber Ag Extension Service District Advisory Board Recommendation	✓
3	Sandor Cohen Museum Tax Levy	✓
4	Katie Plumb Subcontract with Crook County School District for Prevention at CCHS	✓
5	Katie Plumb Providence Health Plan Amendment	✓
6	John Eisler Fee Waiver/Reduction for Public Records Request	✓
7	Andy Parks Department Presentations	✓

Requester

Executive Discussion Matter

Packet Docs

*Requests to be placed on the Work Session agenda are
due by 5 p.m. the Thursday before the Work Session*

January 31, 2023 Work Session Agenda

Exec #1		ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed	✓
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Items placed on the Work Session agenda are intended for discussion only, without making decisions or finalizing documents unless an emergency exists.

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

*Requests to be placed on the Work Session agenda are
due by 5 p.m. the Thursday before the Work Session*

January 31, 2023 Work Session Agenda

AGENDA ITEM REQUEST

**Date:**

January 20, 2023

Meeting date desired:

January 31, 2023

Subject:

Extension Service District Advisory Board member application.

Background and policy implications:

Extension Service District Advisory Board has open positions to fill and Ryan Kingsbury is willing to fill one of them. And I highly recommend him for the board.

Budget/fiscal impacts:

None

Requested by:

Kim Herber, Extension Service District Manager, 541-447-6228,
kim.herber@oregonstate.edu

Presenters:

Kim Herber

Legal review (only if requested):**Elected official sponsor (if applicable):**

/

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

**IN THE MATTER OF THE
 APPOINTMENT TO AG EXTENSION
 SERVICE DISTRICT ADVISORY
 BOARD**

ORDER 2023-09

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

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

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Ag Extension Service District Advisory Board:

Board	Appointee	Term	Oath required
Ag Extension Service District Advisory Board Position #3	Ryan Kingsbury	3 Year Term Expiring: 12/31/2025	Yes

DATED this 1st day of February 2023.

 Seth Crawford
 County Judge

 Jerry Brummer
 County Commissioner

 Brian Barney
 County Commissioner

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

Position applied for: Ag Extension Service District Board Member

Name: Ryan Kingsbury

Address: 35200 SE Camp Crk Rd
Prineville, OR 97754

Phone Number: 541-480-4071 cell 541-576-2049 house

Email: kingsbury.ryan@gmail.com

Please list any relevant experience you may have that would make you effective in the position:

I am a long standing and current Crook County resident rancher, involved in agriculture on a daily basis. I have a background in wildland firefighting which leads to knowledge in forestry and natural resources. I am also a 4-H alumni. And I am knowledgeable in what Extension has to offer.

Why do you wish to serve in this position?

The position is in need of filling and I am willing and able

A letter of interest may be submitted in lieu of this form.



AGENDA ITEM REQUEST

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Date:

January 26, 2023

Meeting date desired:

January 31, 2023

Session Type:

Work Session

Subject:

Placement of the Museum Local Option Levy on the May 16 ballot.

Background and policy implications:

The Museum Local Option Levy -- requesting a tax increase -- was rejected by voters in the November 2022 election. The Museum will be asking for a continuance of the current tax for the May election.

Budget/fiscal impacts:

If the local option levy is passed in the May election, the Museum will continue on with its current level of funding for the next five years. If the levy fails, the museum will fall well below its current level of funding and the budget will be heavily impacted starting July 1, 2023.

Requested by:

Sandy Cohen, Museum Director, sandor.cohen@co.crook.or.us, (541) 447-3715

Presenters:

Sandy Cohen, Museum Director

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

N/A

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AGENDA ITEM REQUEST

4

Date:

1/24/2023

Meeting date desired:

Work Session 1/31 and/or Court 2/1

Subject:

Subcontract with Crook County School District for Prevention at CCHS

Background and policy implications:

Due to a staff vacancy and additional ARPA funds received from OHA via Program Element 36 (Alcohol and Drug Prevention & Education Program), CCHD is working with Crook County School District to fiscally support the time of one high school administrator School Culture, Safety and Prevention Coordinator

Budget/fiscal impacts:

This is a one year commitment for CCHD.

Requested by:

Katie Plumb | Public Health Director | kplumb@crookpublichealthor.gov | 541.233.9177

Presenters:

Katie Plumb

Legal review (only if requested):

Legal drafted subcontract

Elected official sponsor (if applicable):

N/A

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8. 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.
9. REIMBURSEMENT OF EXPENSES: Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
10. PAYMENT BY COUNTY: Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
11. 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 Agreement, 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 Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement 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.
12. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.
13. TERMINATION:
 - 13.1. Either party 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;
 - 13.2. 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;
 - 13.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for 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.
14. INSURANCE: Contractor shall comply with all insurance requirements as detailed in Exhibit F.

15. GENERAL PROVISIONS:

- 15.1. 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
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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.
- 15.7. NO ENCUMBRANCES: Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, 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.
- 15.8. 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.
- 15.9. 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 NE 3rd Street, Prineville, OR 97754, attention "Legal Department."

- 15.10. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 15.11. **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.
- 15.12. **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.
- 15.13. **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.
- 15.14. **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.
- 15.15. **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.
- 15.16. **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.
- 15.17. **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.
- 15.18. **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.

- 15.19. **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.
- 15.20. **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.
- 15.21. **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.
- 15.22. **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.
- 15.23. **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

Crook County School District

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

- 1.1. Contractor shall promptly, as due, make payment to:
 - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that 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;
 - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
 - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
 - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. 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 under this Agreement.

2. EMPLOYEES:

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee 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 otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
 - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

3. OTHER PROVISIONS:

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B

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 Agreement:

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 three 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 C

PROTECTED 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. Furthermore:

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 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 D

BUSINESS ASSOCIATE AGREEMENT

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

A. General Provisions

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

B. Obligations of Business Associate

Contractor agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this BA Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this BA Agreement;
3. Report to County any use or disclosure of PHI not provided for by this BA Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to County without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
5. Make available PHI in a designated record set to County as necessary to satisfy County’s obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by County, or take other measures necessary to satisfy County’s obligations under 45 CFR §164.526 in no more than 30 days of a request;
7. Maintain and make available information required to provide an accounting of disclosures to County or an individual who has a right to an accounting within 60 days and as necessary to satisfy County’s obligations under 45 CFR §164.528;

8. To the extent that Contractor is to carry out any of County's obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to County when it carries out that obligation;
9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. County shall notify Contractor of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI; and
11. If County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Contractor agrees to assist County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of County agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting County of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to County of any threat of identity theft as a result of the incident.
12. If Contractor is part of a larger organization, Contractor will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

C. Permitted Uses and Disclosures by Business Associate

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

1. The review of patient care information in the course of Contractor conducting risk and compliance assessment activities, or providing County with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist County in developing its HIPAA compliance program; and
2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Agreement.
3. Uses or disclosures of protected health information as required by law.

D. Termination

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

EXHIBIT E

SCOPE OF SERVICES

All services to be provided in Crook County.

- *Support advisement of CCHS SADD Chapter in coordinating and implementing activities for Red Ribbon Week, Drug & Alcohol Facts Week, Middle School Health Fair, and National Prevention Week.*
- *Review current school district policies and procedures for preventing and responding to students in possession and/or using substances at school.*
- *Install vape detectors in high school (possible middle school) and follow current school district policies and procedures for effectiveness.*
- *Evaluate school district policies and procedures for effectiveness and revise as necessary.*
- *Assess best practice implementation guidelines for prevention curriculum including CLEAR Alliance's Tobacco Marijuana Education Curriculum (TMEC) at Crook County School District.*
- *Assist CCSD with prevention curriculum implementation.*
- *Advocate for solutions and resolution around the Student Health Survey and for the administering of future surveys.*

EXHIBIT F

INSURANCE REQUIREMENTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing: Per occurrence for all claimants for claims arising out of a single accident or occurrence: \$1,000,000.00.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing: **Bodily Injury, Death and Property Damage:** Per occurrence for all claimants for claims arising out of a single accident or occurrence: \$1,000,000.00.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing: **Bodily Injury, Death and Property Damage:** Per occurrence for all claimants for claims arising out of a single accident or occurrence: \$1,000,000.00.

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the Contractor's completion and LPHA's acceptance of all Services required under the Agreement or, (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. Contractor will provide a certificate(s) of insurance for all required insurance before the Contractor performs under the Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT G

REQUIRED SUBCONTRACTOR PROVISIONS

All provisions required by Intergovernmental Agreement for the Financing of Public Health Services No. 169507, as amended, which must be included in any subcontract, are incorporated into and made a part of this Agreement.

Without limiting the foregoing, Contractor agrees as follows:

1. Expenditure of Funds. Contractor may expend the funds paid to Contractor under this Agreement solely on the delivery of the services described above, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

- a. Subcontractor may not expend on the delivery of services described herein any funds paid to Contractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of such services.
- b. If this Agreement requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Agreement for a particular service on the delivery of any other service.
- c. Contractor may expend funds paid to Contractor under this Agreement only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. Records Maintenance, Access and Confidentiality.

a. Access to Records and Facilities. Crook County as Local Public Health Authority (LPHA), the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.

b. Retention of Records. Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.

c. Expenditure Records. Contractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Contractor under this Agreement. In particular, but without limiting the generality of the foregoing, Contractor shall (i) establish separate accounts for each type of service for which Contractor is paid under this Agreement and (ii) document expenditures of funds paid to Contractor under this Agreement for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Contractor under this Agreement for employee compensation. Contractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

d. Safeguarding of Client Information. Contractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Contractor shall

comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

e. Information Privacy/Security/Access. If the services performed under this Agreement requires Contractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Contractor(s), or both access to such OHA Information Assets or Network and Information Systems, Contractor shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Program Element services, Contractor shall make available to LPHA Client, without charge, upon the LPHA Client’s reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client’s language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, “written materials” means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client, LPHA, or Contractor, in the prevalent non-English language(s) within the LPHA service area.

4. Compliance with Law. Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.

In addition, Contractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. Grievance Procedures. If Contractor employs fifteen (15) or more employees to deliver the services under this Agreement, Contractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Contractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Contractor and are aware of the means by which employees may make use of the employee grievance procedures. Contractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Contractor employee manual that describes the Contractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. Independent Contractor. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. Indemnification. To the extent permitted by applicable law, Contractor shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, Contractor or agents under this Agreement.

8. Required Subcontractor Insurance Language.

- a. Contractor shall obtain, at Contractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Contractor shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.

9. Subcontracts. Contractor shall include Sections 1 through 8 of this Scope of Services, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

AGENDA ITEM REQUEST



Date:

1/25/2023

Meeting date desired:

Work Session 1/31 and/or Court 2/1

Subject:

Providence

Background and policy implications:

Providence Health Plan Amendment - Universal Newborn Nurse Home Visits.
Contract amends to include the Providence Commercial Line of Business. +

Budget/fiscal impacts:

Charge for each visit is \$1,192

Requested by:

Katie Plumb | Public Health Director | kplumb@crookpublichealthor.gov |
541.233.9177

Presenters:

Katie Plumb

Legal review (only if requested):

Legal has reviewed and advised Commissioner signature since billing revenue could exceed \$10,000.

Elected official sponsor (if applicable):

If the item request is submitted after the due date/time, an elected official sponsor is needed.

**AMENDMENT
TO THE
PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
PROVIDER AGREEMENT**

Effective February 1, 2023, the Provider Agreement between **PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS** ("Health Plan") and **Crook County Health Department**, ("Agreement") is amended as follows:

Amend by adding the Commercial Line of Business, Providence Signature Network, Providence Choice Network and Providence Extend PPO Network Exhibit Fee Schedule, Newborn Nurse Home Visiting Provider.

The Commercial Line of Business, Providence Signature Network, Providence Choice Network and Providence Extend PPO Network Exhibit Fee Schedule, Newborn Nurse Home Visiting Provider, will be included in the Agreement and is a part of this Amendment.

Except as specifically provided by this Amendment, the Provider Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names by the undersigned officers, the same being duly authorized to do so.

CROOK COUNTY HEALTH DEPARTMENT

**PROVIDENCE HEALTH PLAN, PROVIDENCE
HEALTH ASSURANCE AND PROVIDENCE
PLAN PARTNERS**

Signature

Signature

Print Name

Stephanie Dreyfuss

Print Name

Title

Vice President, Network Development

Title

Date

Date

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
COMMERCIAL LINE OF BUSINESS
PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK AND PROVIDENCE EXTEND
PPO NETWORK
EXHIBIT**

FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2020

NEWBORN NURSE HOME VISITING PROVIDER

Services	Procedure Code	Primary Modifier	Secondary Modifier	Payment Source	Rate
Integrated Home Visit, Pre-Integrated Home Visit, and up to two follow up visits	99502	32	None	Case Rate	\$1192.00
Pre-Integrated Home Visit only	99502	32	TD	Flat Rate	\$274.16
Additional Newborn: Integrated Home Visit, Pre-Integrated Home Visit, and up to two follow up visits	99502	32	TT	Flat Rate	\$190.72

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- Rates applicable to a Network Provider who is certified as a Newborn Nurse Home Visiting Provider (NNHVP) with the Maternal Child Health section of the Oregon Health Authority.
- Network Provider will adhere to all relevant Oregon Administrative Rules, including but not limited to, OAR 333-006-0000 through 333-006-0190.
- Applicable rates will be updated per Oregon Health Authority guidelines and in accordance with ORS 433.301.
- The Integrated Home Visit and any support newborn home visits are billed as a single claim and as a one-time case rate. The case rate is paid only when an Integrated Home Visit is completed and includes all services provided through the Family Connects Oregon program from the birth of the newborn through five months of age.
- New codes not included in the existing fee schedules may be evaluated and priced by Health Plan applying the most current published fee schedule rates, weights or RVUs. Service codes not encompassed by fee schedules may be priced at Health Plan's discretion by applying a most comparable rate. The most current code sets will be recognized by Health Plan in accordance with HIPAA regulations.
- For any other commercial network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member's benefits.

AGENDA ITEM REQUEST**Date:**

January 26, 2023

Meeting date desired:

January 31, 2023

Subject:

Fee Waiver/Reduction for Public Records Request

Background and policy implications:

A reporter for the Bend Bulletin has submitted a public records request regarding records of calls for emergency services to the Juniper Acres subdivision.

Budget/fiscal impacts:

The current estimate for the record of calls is \$100 (4 hours @ \$25/hr)

Requested by:

John Eisler; Asst. County Counsel

Presenters:

John Eisler

Legal review (only if requested):

Requested by Legal.

Elected official sponsor (if applicable):

N/A



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CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

INVOICE

RECORDS DIVISION

Date: 01/25/2022

RECIPIENT

Report #: Unknown

Name: Joe Siess (The Bend Bulletin)

Address: 320 SW Upper Terrace Drive, Bend OR 97702

Phone: 913-909-6133/ 541-617-7820

Email: jsiess@bendbulletin.com

DESCRIPTION	AMOUNT
Records Research 4 hours @ \$25.00/ hour	\$100.00
TOTAL	\$100.00

***Please make checks payable to: Crook County Sheriff's Office

If you have any questions regarding this invoice please contact our Records Division

(541) 447-6398 Ext. 4428

Jennifer.pfaff@crookcountysheriff.org

308 NE Second Street, Prineville, Oregon 97754

Phone (541) 447-6398 | Fax (541) 416-0353 | Website <http://sheriff.co.crook.or.us/>



Crook County Public Records Request

Oregon Public Records Law grants each person the right to inspect the records of a public body, unless exempt from disclosure. County staff will contact you within 5 business days of receiving this request.

Date: 01/11/2023 Daytime Phone: 913-909-6133
 Contact Name: Joe Siess Fax Number: _____
 Mailing Address: The Bend Bulletin, 320 SW Upper Terrace Drive, Bend OR, 97702
 Email Address: jsiess@bendbulletin.com
 Preferred Response: Email ☒ Mail ☐ Fax ☐ Phone ☐

Submit this form to: Crook County Legal Counsel's Office
 Physical: 301 NE 3rd Street, Prineville, OR 97754
 Mailing: 300 NE 3rd Street, Prineville, OR 97754
 Phone: 541-416-3919; Fax: 541-447-6705; Email: John.eisler@co.crook.or.us

Description and timeframe for requested records (please be as specific as possible, attach additional pages if necessary):

Records of calls to Crook County for law enforcement, fire, health, or other emergency services to Juniper Acres subdivisions,
Units 1 and 2, between January 1, 2018 and January 1, 2023.

Fees for responding to public records requests are calculated in the following manner:

Legal Review:	Weighted hourly wage per time spent on request	Black/White Copies:	25¢ each
Returned/NSF Checks:	\$25.00	Color Copies:	75¢ each
Electronic Media:	\$5 per disc	Faxes:	\$2.50 / 10 pages
Computer Prints:	first 10 pages 40¢/each; next 100 pages 20¢/each; add'l pages 10¢ ea.		

- Actual cost will be charged for delivery of records such as postage and courier fees.
- Fee estimates will be provided and a deposit may be required.
- If processing fees are estimated to exceed \$25.00, prepayment will be required before taking further action on a request.
- Cash or check only. Please make checks payable to: "Crook County"

STAFF USE ONLY

Response:

_____ County does not possess or is not the custodian of requested records.
 _____ Copies of all requested non-exempt records provided.
 _____ County has at least some of the requested records, time and fee estimate provided.
 _____ Requestor accepted & records provided _____ Requestor declined.
 _____ County has at least some of the requested records, time and fee estimate will be provided.
 _____ Estimate provided _____ Requestor accepted & records provided. _____ Requestor declined.
 _____ Unknown whether County has any requested records, search required, response to follow.
 _____ Response provided _____ Records provided. _____ Requestor declined.
 _____ Acknowledgement of record prohibited or restricted under State or Federal Law: _____
 (list applicable law)

By: _____ Comments: _____
 Time spent: _____
 Number of pages: _____
 Fees paid: _____



Agenda Item Request

Date:

January 25, 2023

Meeting date desired:

January 31, 2023 Work Session

Subject:

Mid-year budget presentations

Background and policy implications:

We presented and discussed the budget calendar and process with the Court at your January 10, 2023 work session. Significant changes from the previous years include mid-year presentations by department heads, a meeting with the Budget Committee and expanded goal setting.

Budget/fiscal impacts:

None

Requested by:

Andy Parks, 541.419.9779

aparks@geloregon.com

Presenters:

Katie Plumb	Health
Kim Barber	HR
Sean Briscoe / Cindy York	Library
Sandor Cohen	Museum
Kim Herber	OSU Extension
Bob O'Neal	Roads
Stephanie Wilson	Sheriff's Office
Kev Alexanian	Weed

Legal review (only if requested):

NA