



**CROOK COUNTY COURT MEETING**  
**Crook County Annex | 320 NE Court St. | Prineville OR**  
**WEDNESDAY, September 21, 2022 at 9:00 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: 126 538 6281; Meeting Password: jEnpYBsq933**  
Public comment will take place at the beginning of the County Court Meetings

**CONSENT AGENDA**

*(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)*

1. Approve Minutes of September 6, 2022 and September 13, 2022 Work Session; September 7, 2022 Special Session and September 7, 2022 Regular Session
2. Approve Grant of ARPA Funds to Ochoco Irrigation District to Modernization of Government Services
3. Approve Order 2022-43 Updating Rates for Reimbursement to the County's Per Diem and Mileage Schedule
4. Approve Drug Court Rehabilitation Services Contract w/Best Care Treatment Services
5. Approve Order 2022-45 Appointment to the Library Board of Trustees
6. Approve Order 2022-44 Budget Resolution for FY 2022-23

**SCHEDULED APPEARANCES – None Scheduled**

**DISCUSSION**

7. District Medical Examiner Replacement

Requester: John Eisler

**EXECUTIVE SESSION – None Scheduled**

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

## **NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

**CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.**

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

If you are interested in obtaining additional coples of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 6, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on September 6, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Account Manager Christina Haron; Budget Analyst Jamie Berger and Assessor Jon Soliz

**WORK SESSION**

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

Public Comment: None

Agenda Item #1, Per Diem Order: The County's Per Diem rate will be updated to the IRS rate. The rates will be approved at the July 21<sup>st</sup> Court meeting.

Agenda Item #2, Consider Use of Tax Foreclosed Property for Crook County Fire and Rescue Training, 750 Dunham Street: The County has foreclosed on property located on Dunham Street, due to the structure being unsalvageable, the Fire Department has been contacted regarding their Burn to Learn Program. The County will approve training in the structure but before the discussion to burn the building is made, the Facilities Department will research the cost of burning the building and not burning the building.

Agenda Item #3, Discussion on Draft Courthouse Lawn Use Agreement: County Counsel Eric Blaine presented a draft Courthouse Lawn Use Agreement for the Court to review. Currently, the County does not have a Courthouse Lawn Agreement, the agreement would not require any deposits be paid but would require the individual signing the agreement to be responsible for the event, not the County.

At 9:15 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

**EXECUTIVE SESSION**

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

**MOTION** to direct staff to correspond with counter party as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:45 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 13, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on September 13, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Will VanVector; Building Official Randy Davis; Manager Brent Bybee; Manager Tim Deboodt; Budget Analyst Jamie Berger and Mike Warren.

**WORK SESSION**

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

Agenda Item #1, Community Development Update: Building Official Randy Davis provided a building update, stating there are currently several upcoming construction projects in Crook County. Community Development Director Will VanVector stated the Planning Department has processed fewer applications than this time last year but are just as busy due to many of the applications being more complicated.

Agenda Item #3, Wildfire Adapted Communities Recommendations Report- Draft: Community Development Director Will VanVector would like to submit comments regarding the Wildfire Adapted Communities Recommendation Report and requested the Court's approval. Mr. VanVector would like the committee to seek options that are voluntary not mandatory. The Court approves Mr. VanVector providing comments.

At 9:50 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

**EXECUTIVE SESSION**

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

There being no further business before the Court, the meeting was **adjourned at 10:30 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 7, 2022 SPECIAL SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Session on September 7, 2022, at 1:00 p.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Amy Albert; Director Kim Barber; Road Master Bob O'Neal; Flagger Theresa Nolen and Brenda Johnson.

At 1:00 p.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

**EXECUTIVE SESSION**

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

**MOTION** to terminate subject employee as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 1:34 p.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF SEPTEMBER 7, 2022 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on September 7, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal; Shop Supervisor James Staniford; Accounting Manager Christina Haron; Budget Analyst Jamie Berger; Accountant Kathy Puckett; Manager Tim Deboodt; Assessor Jon Soliz; Director Kim Barber; Director Joe Viola; Manager Corey Lopez; Chief Administrative Deputy Stephanie Wilson and members of the public.

**REGULAR SESSION**

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

Public Comment: None

**MOTION** to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #9: Accountant Kathy Puckett corrected the employee handbook to reflect benefits will be available to employees working at 80% FTE and direct deposit is now available to those who bank at a credit union.

**MOTION** to Order 2022-39 updating handbook regarding benefit hour triggers and credit union membership. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #10: Shop Superintendent James Staniford requested the Court approve the purchase of two plows from Tech Equipment. The Road Department requested three quotes but only received two, with the lowest bidder being Tech Equipment.

**MOTION** to approve purchase of two plows for \$42,267.20 from Tech Equipment. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #11: The County accepted a grant from the Oregon Department of Aviation for a 90% match for procurement of critical airport equipment, which would be a tractor and loader. Three bids were received with the lowest bid from Pape Machinery.

**MOTION** to approve Pape Machinery as presenting the best value to the County and allow Commissioner Barney to sign outside of Court. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #12: The Orders are to dissolve the current Flat Rock Road District and create a new district with taxing power, as voted on by the residents of the current road district.

**MOTION** to approve Resolution 2022-41 dissolution of the Flat Rock Road Maintenance Association Special Road District. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to approve Order 2022-42 establishing the Flat Rock Road District. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #13: County Court was presented with two agreements regarding Brasada Ranch Phase 15. The first document is a subdivision infrastructure agreement requiring the owner to complete certain improvements to the 15<sup>th</sup> phase of the resort. The second document allows a destination resort to provide a bond to secure construction, within a specific length of time. Brasada Ranch does not expect to have the original bonds until September 14<sup>th</sup>.

**MOTION** to authorize signing of the Brasada Ranch Phase 15 improvement agreement. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to approve phase 15 overnight lodging unit completion agreement, subject to approval by the planning commission. Motion seconded. No further discussion. Motion carried 3-0.

At 9:22 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

### **EXECUTIVE SESSION**

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

**MOTION** to approve second amendment to purchase and sale agreement as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 9:33 a.m.**

Respectfully submitted,

**Amy Albert**



GRANT AGREEMENT  
for  
American Rescue Plan Act Funds

This Grant Agreement (hereinafter “Agreement”) is made by and between Crook County, a political subdivision of the State of Oregon (hereinafter “the County,”) and the Ochoco Irrigation District, an Oregon special district (hereinafter “OID.”) County and OID may be collectively referred to as the Parties, or individually as a Party.

RECITALS

A. WHEREAS, the County has received certain funds under the American Rescue Plan Act (ARPA), which may be used for specified public service activities as described in the Act and administrative rules promulgated thereunder; and

B. WHEREAS, OID as a unit of local government is responsible for providing governmental services, to wit: irrigation and water resource services to qualifying property owners in the Central Oregon region, including farmers, ranchers, foresters, and other agricultural and forestry-related businesses in Crook County, for the benefit of the citizens which use and rely upon the same; and

C. WHEREAS, OID’s water distribution infrastructure is aging to the detriment of OID’s operations and public services. Earthen canals lose water to operational spills, seepage, or evaporation, and irrigation equipment is old and nearing the end of its useful life, resulting in less water available to Crook County users; and

D. WHEREAS, OID is undertaking to modernize its water distribution infrastructure to reduce such water loss and increase efficiency for the benefit of local users. This includes seeking infrastructure modernization grant funds, which in turn require matching funds; and

E. WHEREAS, reducing irrigation water loss and increasing efficiency for local users is a direct, valuable benefit to Crook County and its citizens, and promotes the operation, maintenance, and stability of local water infrastructure; and

F. WHEREAS, the County is willing to allocate, and OID is willing to receive, certain ARPA funds in accordance with the provisions of this Agreement.

AGREEMENT

**Now, therefore,** in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The above Recitals are incorporated into and made a part hereof, as terms of contract and not mere recitals.

2. **Effective Date:** This Agreement becomes effective upon the signatures of both Parties.
3. **Duration:** Unless terminated sooner according to its terms, this Agreement will continue in full force and effect until April 30, 2027.
4. **Incorporation of Required Terms:** The OID agrees to adhere to the requirements of the American Rescue Plan Act, and any applicable administrative rules, court judgments, or other operative law, as may be relevant to the receipt and use of ARPA funds. Without limiting the foregoing, the OID agrees to the following:
  - a. OID may only use the funds for costs incurred on or after March 3, 2021.
  - b. OID must obligate all funds not later than December 31, 2024.
  - c. OID must expend all funds not later than December 31, 2026.
  - d. Any funds which are not obligated or expended according to the foregoing, must be returned to County within 30 days after each respective deadline.
  - e. No funds may be deposited into any pension funds.
5. **Distribution of Funds:** The County will distribute Two Hundred Thousand and 00/100 Dollars (\$200,000.00) in ARPA funds to OID within thirty (30) calendar days of the Effective Date.
6. **Use of Funds:**
  - a. The OID will use such funds as may be provided under this Agreement only in accordance with applicable law, including but not limited to Oregon prevailing wage laws, the American Rescue Plan Act (42 USC § 802 et seq.), the state and federal administrative rules adopted thereunder, and the employee whistleblower protection statute (41 USC § 4712).
  - b. The OID will use the funds as may be provided under this Agreement for the modernization, repair, and replacement of OID water distribution infrastructure, including by use as matching funds for grants to address modernization, repair, and replacement of such infrastructure. OID may not use the funds for any other purpose without the prior written consent of the County, which consent will not be unreasonably withheld.
  - c. The OID will track its administrative costs incurred pursuant to this Agreement and the work thereunder, and will cooperate with the County in compiling such information for transmission to the applicable State or Federal agencies as may be required by law.
  - d. If required by applicable law, OID will prepare the written justification for capital expenditures. OID will submit to County a draft of such written justification to County prior to sending it to the United States Treasury

Department, and County may require revisions or additional information in its reasonable discretion.

7. **Cooperation in Reporting Requirements:** The Parties will cooperate with each other in the drafting and transmission of any required reports, plans, or audits, as may be required by applicable law.
8. **Termination:** This Agreement may be terminated by any of the following:
- a. **For Cause:** With reasonable cause, either Party may terminate this Agreement after giving the other Party ten (10) days' prior written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or applicable law, or any act exposing the other Party to liability to others.
  - b. **Change in Operative Law:** In the event that any applicable law should be changed, whether through legislation, adoption of administrative rules, or judgment of a court of competent jurisdiction, the effect of which change is that the provisions of this Agreement can no longer be applied as the Parties have agreed, then the Parties will meet to discuss, in good faith, whether and how this Agreement may be amended to conform to such changes in the law. If, after reasonable efforts under the circumstances, the Parties are unable to come to terms, either Party may terminate this Agreement after giving the other Party ten (10) days' prior written notice of termination; provided, however, that if applicable law requires it, a shorter period of written notice may be provided instead.
  - c. No termination or expiration of this Agreement will prejudice any right which accrued prior to such termination or expiration.
  - d. In the event of any termination, OID will return to County all unexpended funds within thirty (30) days of the effective date of such termination, or January 1, 2027, whichever occurs first.
9. **Submittal of W-9 Before Payment:** The OID must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. The OID will not be paid until a fully completed W-9 form is submitted.
10. **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.
11. **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 of competent jurisdiction.

12. Assignment: This Agreement may not be assigned by either Party without the express written consent of the other Party, which consent may be withheld in that Party's sole discretion.

13. 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.

14. No Authority to Bind the Other Party: Neither Party has authority to enter into contracts on behalf of the other Party. This Agreement does not create a partnership between the Parties.

15. Notices: 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 below:

*For the County:*

Crook County  
Attn: County Counsel's Office  
300 NE 3<sup>rd</sup> Street  
Prineville, OR 97754

*For OID:*

Ochoco Irrigation District  
Attn: District Manager  
1001 NW Deer Street  
Prineville, OR 97754

16. Governing Law and Venue: Any dispute under this Agreement will be governed by Oregon law with venue being located in Crook County, Oregon.

17. 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.

18. 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.

19. 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.

20. Indemnification and Hold-Harmless:

- a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the OID shall defend, save, hold harmless, and indemnify the County and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or

arising out of, or relating to the activities of the OID or its officers, employees, contractors, or agents under this Agreement.

- b. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall defend, save, hold harmless, and indemnify the OID and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of the County or its officers, employees, contractors, or agents under this Agreement.
- c. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither Party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

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

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

**For Ochoco Irrigation District**

**For Crook County**

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

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

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

\_\_\_\_\_  
Seth Crawford, County Judge  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Brummer, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner  
Date: \_\_\_\_\_



Dear Crook County Court,

Ochoco Irrigation District serves nearly 900 patrons and delivers water to 20,000 acres of land in Crook County. Aging infrastructure, growing populations, shifting rural economies, and changing climate conditions have increased pressure on water resources across the western United States (U.S.). Within the Deschutes Basin, irrigated agriculture is the main out-of-stream water use and relies on primarily 100-year-old infrastructure to divert, store, and deliver water to farms and ranches.

The District has secured federal funding through the Natural Resources Conservation Services (NRCS) Watershed Protection and Flood Prevention Act, Public Law 83-566, authorized by Congress in 1954, to implement our irrigation infrastructure modernization project within Crook County, Oregon. The project includes an area in the northwest region of the District and spans from the District's diversion along the Crooked River north to McKay Creek. It encompasses a portion of the canals and laterals in OID as well as irrigated lands to the north of the District that currently are irrigated with privately owned McKay Creek water rights. Project actions include converting existing canals and laterals to pipes, installing new pump stations, raising canal banks, and constructing a new lateral.

The majority of District-operated infrastructure is aging. The water distribution system consists primarily of open, earthen dug canals that are up to 105 years old, resulting in water lost to operational spills from operational inefficiencies, and canal seepage or evaporation from conveyance inefficiencies. Critical pumping stations that carry and lift water into the distribution system are over 60 years old, making them unreliable and inefficient. In total, the District estimates that up to 20 percent of District-diverted water is lost to operational spills, canal seepage or evaporation. Modernizing OID's aging water distribution system will increase system efficiency and help to address local water resource concerns.

The total cost for the phases described in the plan is nearly 31 million dollars. 75% of that total is to be funded through grants provided by NRCS and the PL-566 program. The remaining 25% of match has largely been secured, however there is still over 2 million dollars remaining to fully fund the project. We are asking that the Crook County Court to consider helping fund this important water conservation work by providing American Rescue Plan dollars that are specifically set aside for infrastructure improvements of this nature.

The Courts consideration of this request is greatly appreciated.

Sincerely,

Wade Flegel

OID Board Chair

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

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

**ORDER 2022-43**

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

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

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

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

DATED this \_\_\_\_ day of September, 2022.

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Judge

\_\_\_\_\_  
Jerry Brummer, County Commissioner

\_\_\_\_\_  
Brian Barney, County Commissioner

## EXHIBIT A

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

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

**Standard:**

<u>Meal:</u>	<u>Rate:</u>
Breakfast	\$15.00
Lunch	\$17.00
Dinner	\$32.00

**Large Cities:**

<u>Meal:</u>	<u>Rate:</u>
Breakfast	\$18.00
Lunch	\$19.00
Dinner	\$37.00

No receipts are required to receive the per diem reimbursement.

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





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. CONTRACTOR STATUS: Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
13. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.
14. TERMINATION:
- 14.1. Either party may terminate this Agreement after giving thirty (30) 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 thirty (30) day period after notice of intent to terminate without cause has been given;
- 14.2. 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;
- 14.3. 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.
15. INSURANCE:

- 15.1. **GENERAL INSURANCE:** 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 \$2,000,000 per occurrence and \$4,000,000 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 Agreement, 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 Contractor or the fault of 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. **WORKERS’ COMPENSATION:** Contractor shall provide and maintain workers’ compensation coverage with limits not less than \$1,000,000 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.
- 15.3. **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.
- 15.3.1. **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, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor’s insurance coverage to cease or be modified, it is Contractor’s responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
- 15.4. **EQUIPMENT AND MATERIAL:** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.5. **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 Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

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

16. GENERAL PROVISIONS:

- 16.1. 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
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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 3<sup>rd</sup> Street, Prineville, OR 97754, attention "Legal Department."

- 16.10. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. **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.
- 16.12. **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.
- 16.13. **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
- 16.14. **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.
- 16.15. **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.
- 16.16. **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.
- 16.17. **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.
- 16.18. **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.

- 16.19. 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.
- 16.20. 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.
- 16.21. 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.
- 16.22. 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.
- 16.23. 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**

BestCare Treatment Services, Inc.

CROOK COUNTY COURT

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

\_\_\_\_\_  
Seth Crawford, County Judge

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

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

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

\_\_\_\_\_  
Jerry Brummer, County Commissioner

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

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

\_\_\_\_\_  
Brian Barney, County Commissioner

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.

## SCOPE OF SERVICES:

All Services are to be aligned with Adult Drug Court Best Practice Standards and Oregon Specialty Court Standards including the 10 Key Components. Proposers shall be licensed and/or certified in accordance with the Services provided, have experience working with a criminal justice population, receive ongoing education and supervision, and have been or will be trained in the specific evidence-based practice models to be delivered with fidelity to the designed model. As this is a Criminal Justice Commission (CJC) grant-funded program, the selected contractor shall participate in the State review process by the CJC or the Oregon Department of Corrections.

### **ADMINISTRATIVE/INDIRECT SERVICES:**

#### **Clinical Supervisor.**

A designated individual, subject to written acceptance by the Crook County Policy Committee<sup>1</sup>, will serve as Clinical Supervisor. The Clinical Supervisor shall be licensed by the State of Oregon as a Certified Alcohol and Drug Counselor II (CADC II) or higher, have a degree in social work, addiction counseling, or a closely related field and at least three years' experience providing substance-use disorder treatment and recovery services. The Clinical Supervisor shall provide clinical supervision, in accordance with OAR 309-019-0125, of all employees, subcontractors, volunteers, and/or interns (collectively referred to as "employees") who provide substance-use disorder treatment and recovery services to Specialty Court D clients. Clinical Supervisor shall provide a written quarterly report to the Policy Committee documenting the supervision of each employee who provides substance-use disorder treatment and recovery services to Crook County Specialty Court D participants. If additional staff are needed for clinical supervision, such staff will meet the above-mentioned criteria.

#### **Alcohol and Drug Treatment Coordinator (A&D Coordinator).**

Contractor shall designate an individual, subject to written acceptance by the County Policy Committee, to serve as Alcohol and Drug Treatment Coordinator (A&D Coordinator). The A&D Coordinator shall be licensed by the State of Oregon as a CADC I or higher, have an associate's degree and at least three years' experience providing substance-use disorder treatment and recovery services. The Clinical Supervisor may also serve as A&D Coordinator.

The A&D Coordinator is a member of the Crook County Specialty Court D Treatment Team and shall:

- Provide case management for substance-use disorder treatment and recovery services for Crook County Specialty Court D participants and collaborate with the Crook County Specialty Court D Treatment Team for the coordination of services and supports provided to Specialty Court D participants.
- Participate in bi-weekly Specialty Court D Case Management meetings ensuring (1) participants are linked to relevant and effective services and supports; (2) all service efforts are monitored, connected, and in synchrony; and (3) pertinent information gathered during assessment and monitoring is provided to Treatment Team members in a timely manner.
- Participate in bi-weekly pre-court staffing meetings and court hearings to ensure timely information about participants' progress in treatment is communicated to the Treatment Team and treatment-related issues are taken into consideration when decisions are reached in staff meetings and status hearings.

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<sup>1</sup> The Policy Committee consists of members from many public agencies and service providers, such as the local criminal defense bar, the District Attorney's office, the Department of Human Services – Child Welfare division, the Circuit Court, the Community Corrections department, and other entities.

- Participate in Treatment Team work sessions, as scheduled.
- Maintain real-time communication with Crook County Specialty Court Coordinator and other Treatment Team members regarding participants' engagement and prognosis in substance-use disorder treatment and recovery services and compliance with program rules and expectations.
- Provide weekly updates to Crook County Specialty Court Coordinator regarding participants' treatment schedules, including individual and group treatment services/appointments. Weekly updates shall be provided via email no later than 2:00 p.m. each Thursday.
- Be knowledgeable about participants' service plan and progress.

#### **Certified Alcohol and Drug Counselors (Counselors).**

Each counselor providing services to Crook County Specialty Court D clients shall be licensed by the Addiction Counselor Board of Oregon as a CADC I or higher, have a minimum of an associate's degree and at least three years' experience providing substance-use disorder treatment and recovery services or have a master's degree in social work, addiction, or a closely related field and be registered with the Addiction Counselor Board of Oregon (ACCBO), at a minimum, as a CADC Candidate.

#### **Certified Recovery Mentors (Recovery Mentors).**

Contractor shall assign a Recovery Mentor to each Specialty Court D participant within 60 days of the signed date of this contract. Recovery Mentors must be certified by the Addiction Counselor Certification Board of Oregon. A Recovery Mentor may be assigned to one or more Specialty Court D participant as schedule and caseload allow. The services provided by a Recovery Mentor shall align with participants' current substance-use disorder and recovery needs and shall include, but not be limited to, the following Services:

- Telephone and in-person home contact, which shall initially occur daily and weekly, respectively, and continue at intervals appropriate to the participants' needs;
- Motivational counseling;
- Assistance in accessing sober-living housing;
- Modeling skills learned in treatment;
- Transportation services to treatment and recovery related activities and appointments; and
- Guidance and support in engaging in community-based support programs (i.e. Alcoholics/Narcotics Anonymous, Celebrate Recovery, Smart Recovery).

#### ***DIRECT SERVICES TO PARTICIPANTS:***

Services shall comply with the Oregon Specialty Court Standards, Adult Drug Court Best Practice Standards as defined by the National Association of Drug Court Professionals, and Oregon Administrative Rules Chapter 309, Division 19. All providers administering screening and risk-assessment tools and/or providing substance-use disorder treatment and recovery services shall receive formal training on approved screening and assessment instruments and treatment modalities according to developer's guidelines prior to administering the tools or delivering services and interventions. Written documentation of the training procedures and screening and risk assessment tools used to monitor fidelity to the tools, instruments, and treatment modalities utilized to the Crook County Specialty Court D Coordinator shall be provided. Quarterly written reports regarding the activities undertaken during the preceding ninety days to monitor and ensure fidelity to the tools, instruments, and treatment modalities utilized shall be provided to the Crook County Specialty Court D Coordinator.

### **Post-Admission Assessment.**

Conduct a post-admission assessment for Specialty Court D participants using the American Society of Addiction Medicine (ASAM) criteria. The post-admission assessment shall be completed and results provided to the Specialty Court Coordinator in writing within five business days from the date of receipt of referral to the program. Contractor shall apply the ASAM Criteria to create a holistic, biopsychosocial assessment of the participant to be used for service planning and assigning the appropriate level of care.

The use of the ASAM Criteria shall not be modified, nor any other assessment tool be administered without prior written acceptance and approval by the County Policy Committee.

### **Service Plan.**

Prepare and maintain a comprehensive written Service Plan for each Specialty Court participant. The Service Plan shall be completed and a copy provided to the Specialty Court Coordinator within ten business days of participant admission to the program. The Service Plan shall be updated every 90 calendar days thereafter, or more frequently as needed for the purpose of reviewing goals, assessing outcomes, and making therapeutic adjustments. The Service Plan shall address the services and supports provided to or coordinated for an individual, as applicable, and shall be reflective of the assessment and the intended outcomes of services provided. The Service Plan shall be prepared in a form accepted and approved by the Policy Committee. Any updates to the Service Plan shall require a copy to be sent to the Specialty Court D Coordinator within five business days.

### **A Continuum of Care.**

Provide the assessed level of care as determined by the ASAM criteria. If the appropriate level of care is not available within the scope of practice, the Specialty Court Coordinator shall be notified and the participant referred to another provider who offers the appropriate level of care. No individual or entity, unless they are a Crook County Specialty Court D contracted provider, shall request payment from Crook County Specialty Court grant funds for services provided without prior written approval from Crook County.

### **Frequent, Random Drug Testing.**

Drug Testing shall occur at least Monday through Friday, but ideally would be available seven days a week, including weekends and holidays, as staffing permits. Crook County Specialty Court D participants are to be randomly tested no less than two times each week and the odds of being tested shall be two in seven or 28% every day of the week. Testing results, including results of confirmation testing, shall be communicated to the court within 24 hours. Procedures shall be established to ensure the validity of a urinalysis testing process and results and include direct observation of collection and documented chain of custody. **A third-party, web-based system shall be utilized to ensure random, automated drug test scheduling and call tracking. Testing results shall be entered and uploaded into SCMS within 24 hours of receipt of test results.**

### **Individual and Group Substance Use Disorder Treatment and Recovery Services.**

Utilize the following treatment programs for Individual and Group Substance Use Disorder Treatment and Recovery Services with Specialty Court D Participants:

- Utilize an evidence-based treatment program(s) for Individual and Group Substance Use Disorder Treatment and Recovery Services with Specialty Court D Participants that is aligned with the 10 Key Components of Drug Courts and the Adult Drug Court Best Practices Standards.

- Group counseling sessions shall consist of a maximum of twelve participants and shall be separated by gender.
- Gender-specific treatment modalities shall be provided when appropriate and available..

The use of the above listed treatment modalities shall not be modified, nor shall any other treatment modality be used without prior written acceptance and approval by the Policy Committee.

#### **Medication and Co-Occurring Disorders.**

Manage, or have formal partnerships with other providers with the ability to assess medical necessity for, prescribe, and monitor medication-assisted treatment for addiction (i.e., Naltrexone, Methadone, Suboxone). Frequent collaboration with medication-assisted treatment providers shall occur to effectively monitor treatment progress and prognosis.

#### **Ancillary Support Services.**

Coordinate access and/or provide ancillary support services to Crook County Specialty Court D participants, including, but not be limited to:

- Employment counseling and assistance (beginning in a later phase of the Program);
- Assistance in applying for public assistance;
- Parenting education;
- Education and job training;
- Assistance in applying for health insurance;
- Transportation;
- Mentoring and alumni groups;
- Interventions that promote a holistic approach to participants' general health and well-being (i.e., smoking cessation, sexual and reproductive health, yoga, acupuncture, and nutrition counseling);
- Housing – assistance in accessing safe, stable, and drug-free housing; and
- Aftercare.

#### ***PERFORMANCE MEASURES AND OUTCOMES:***

Have established policies and procedures for monitoring and evaluating program adherence to evidence-based practices and program effectiveness. A copy of established policies and procedures shall be provided to and approved by the Policy Committee within 30 days from the commencement of services. When applicable, instruments designed specifically for treatment modalities and/or interventions shall be used. Provide a copy of fidelity measures, evaluations, program audits and data reports in accordance with established policies and procedures within 30 days of completion. Provide the Policy Committee with any external audits or program evaluations conducted for services provided to Crook County Specialty Court D participants within 30 days of receipt. Participate in monitoring and evaluation processes of the Specialty Court D Program as established by the Policy Committee. Quarterly reports, including timecards and other documentation to support funds requested (i.e., mileage reimbursement forms, purchase orders), and Request for Reimbursement reports shall be submitted no later than 5:00 p.m. on the 5th day of the month following the end of the preceding quarter (October, January, April, July).

#### ***COMPENSATION AND PAYMENT METHOD:***

Services shall be billed to Crook County Specialty Court D participant's Oregon Health Plan (OHP) or other private insurance, as applicable.



- Submit reimbursement requests from Crook County Specialty Court D grant funds for services that would have been covered under OHP (or other insurance) if the Specialty Court D participant was covered by that insurance plan. Services shall be invoiced at current Medicaid Reimbursement Rates for substance-use disorder and recovery services or through established funding sources (i.e., Measure 57, RESTART, and indigent funds). This fee schedule may be found at the following website: <http://www.oregon.gov/oha/healthplan/pages/feeschedule.aspx>.
- If an individual receiving services enrolls in OHP during the term of the individual's treatment, OHP must be invoiced instead of Crook County Specialty Court D grant funds. No payment may be received for an individual's treatment services from both OHP and Crook County Specialty Court D grant funds. Contracted provider shall be responsible for verifying individual's OHP status and requesting CCO authorization and reimbursement in a timely manner. The Crook County Specialty Court D Program must be immediately notified when participants are eligible for OHP but have not yet applied or whose coverage has lapsed to ensure this is immediately addressed.

Invoices may be submitted for the Crook County Specialty Court D grant up to a maximum of five hours per week for services provided by the Clinical Supervisor and/or A&D Coordinator at a rate not to exceed \$50.00 per hour. Clinical Supervisor and/or A&D Coordinator Services are defined as services not billable to OHP or other insurance and are administrative in nature. Examples of services include, but may not be limited to attending meetings, participating in pre-court staffings and/or court hearings, data entry into SCMS, and providing updates through e-mail or other forms of communication. Time must be tracked, and evidence of such time spent toward services shall be provided through copies of calendar dates, timesheets, or other forms acceptable to Crook County. Documentation shall be submitted along with the reimbursement request.

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

**IN THE MATTER OF THE  
APPOINTMENT TO THE LIBRARY  
BOARD OF TRUSTEES**

**ORDER 2022- 45**

**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 Library Board of Trustees:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Library Board of Trustees Position # 5	Debra Merskin	Expiring 06-30-2024	Yes

DATED this 21st day of September 2022.

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

\_\_\_\_\_  
Brian Barney  
County Commissioner

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

**IN THE MATTER OF  
A Budget Resolution for Fiscal Year 2022-23**

**ORDER # 2022-44**

**WHEREAS**, it is necessary to authorize certain budget transfers in accordance with ORS 294.463(2) which provides that the County may transfer general operating contingency during a fiscal year in order to comply with the provisions of Local Budget Law, and

**WHEREAS**, it is necessary to make a budget transfer from contingency to fund wellness initiatives that were not anticipated in the Fiscal Year 2022-23 budget appropriations as follows:

**SHERIFF'S OFFICE FUND (FUND 251)**

	<b>Adopted (Existing)</b>	<b>Changes</b>	<b>Adjusted</b>
Appropriations:			
Sheriff's Office	6,141,100	50,000	6,191,100
Contingency	1,562,600	(50,000)	1,512,600
<b>Total Fund 251 Transfers</b>	<b>7,703,700</b>	<b>-</b>	<b>7,703,700</b>

These are American Rescue Plan Act (ARPA) resources put into contingency during Fiscal Year 2021-22 for future use. These wellness initiatives are a qualified use for the ARPA resources.

**NOW, THEREFORE BE IT RESOLVED** that the Crook County Court hereby adopts this Resolution for the purpose detailed above for the fiscal year ending June 30, 2023.

DATED this 21<sup>st</sup> day of September 2022.

CROOK COUNTY COURT:

\_\_\_\_\_  
SETH CRAWFORD, County Judge

\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner