



REQUEST FOR PROPOSALS

JUSTICE INVOLVED INDIVIDUAL—SELF PAID BATTERER’S INTERVENTION AND PREVENTION PROGRAM

PROJECT INFORMATION

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| Date of Issue: | Tuesday, March 9, 2021 |
| Project County: | Crook County, Oregon |
| Proposal Due: | 4 p.m., April 2, 2021 |
| Contact: | Lieutenant Brett Lind 541-447-3315 Brett.Lind@crookcountysheriff.org |

**CROOK COUNTY
REQUEST FOR PROPOSALS
FOR JUSTICE INVOLVED INDIVIDUAL-SELF PAID
BATTERER’S INTERVENTION AND PREVENTION PROGRAM (BIP)
MARCH 9, 2021**

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1. INTRODUCTION:

Crook County, a political subdivision of the State of Oregon, acting by and through the Crook County Sheriff – Community Corrections Division (“Crook County”) is releasing this competitive solicitation through a Request for Proposals (RFP) to secure one or more contractors to provide an array of Batterer’s Intervention and Prevention Treatment Services (hereinafter referred to as “Services” and detailed further in Section 4, “Scope of Services”). Services shall be provided either through a private practice or a group of providers, who through an agreement or memorandum of understanding agree to serve together as a consortium in order to serve the Crook County Sheriff’s Office – Community Corrections Division.

The County contact for this RFP, and the office where this RFP may be reviewed is:

Lieutenant Brett Lind
301 NE 3rd St.
Prineville, OR 97754
Brett.Lind@crookcountysheriff.org
(541) 447-3315

Proposals must be submitted no later than 4:00 PM, April 2, 2021 (“Due Date”). Proposals received after that time will be deemed untimely. Proposals will be opened at 4:05 PM, April 2, 2021, at the office listed above and in a manner that avoids disclosure of contents to competing Proposers. Immediately following the receipt date, a list of the submitting Proposers will be available by request. A register of all proposals received will be prepared and available for public inspection after a contract is awarded. Crook County anticipates that it will announce the results of this procurement on May 5, 2021. Crook County and the selected Proposer will then negotiate terms and sign a legally binding contract to begin services by July 1, 2021.

2. RFP OVERVIEW:

The purpose of this RFP is to execute a contract with a Batterer’s Intervention and Prevention Program Treatment private practice or group of providers for the purpose of providing Services to Crook County Sheriff’s Office – Community Corrections Division. Provision of Services may include a Clinical Supervisor, Treatment Coordinator, Certified Counselor(s), and Certified Recovery Mentor(s). Contingent upon approval by the Crook County Court, Crook County intends to award one contract to the responsible Proposer whose proposal is determined to best serve the interest of Crook County. The term of the resulting contract is estimated to begin on or about July 1, 2021 and terminate June 30, 2023, with Crook County retaining sole discretion to renew for additional one-year terms (a one year term would be July 1 through June 30), without a competitive bid process, subject to contractor performance and continued funding. Contracted entities will receive (contingent on approved budget):

- Batterer’s Intervention and Prevention Program referrals;
- Reimbursement for subsidized services for indigent Justice Involved Individuals not covered by insurance (upon approval of Community Corrections).

Batterer’s Intervention and Prevention Program capacity is between twenty-five and thirty participants. Services must be provided in accordance with all applicable rules, regulations, and policies as specified by federal, state, and county guidelines, including but not limited to, Oregon Administrative Rules (OAR) 137-087-000 through 137-087-0100. Providers must also comply with Evidence-Based Program standards, as described in OAR 291-031-0300 through 291-031-0360.

Justice Involved Individuals in the Batterer’s Intervention and Prevention Program are mandated to pay for their participation in BIP as a condition of their supervision. While there is a value in requiring a financial

commitment on the part of clients (e.g., batterers' accountability measure, greater investment in participating), not all clients are able to pay the full cost. As a result, this condition often results in lack of compliance and participation.

Some programs use a blended payment structure that combines client fees and community service/work crew hours. On a sliding scale arrangement, Justice Involved Individuals have an option to offset some of their costs by participating in Work Crew through the Crook County Sheriff's Office – Community Corrections Work Crew Program (on approval of Community Corrections). If Proposers include this option, they should include details on the sliding scale arrangement required for the individual and receive approval to request payment from Community Corrections for the adjusted treatment program costs (contingent on grant funding and approved budget).

Reimbursement for Services is based upon Crook County's approval of Contractor's submission of applicable/required documentation. Funding for Services is contingent upon the Criminal Justice Commission budget, receipt of funds from and/or obligation of funds by the Criminal Justice Commission to Crook County. This is a reimbursement contract and funds shall be reimbursed for actual expenses incurred at the end of each quarter.

DEFINITIONS:

- **Agreement:** The negotiated contract between the County and the selected Contractor to provide the Contract Services.
- **Batterer Intervention Program (BIP):** Defined treatment model designed to change the behavior of batterers in order to prevent subsequent intimate partner violence.
- **Proposer:** The person, firm, or corporation submitting a proposal to the County, in response to the RFP, in an effort to be selected as a Contractor.
- **Contractor:** Proposer selected by the County to provide the specified service.
- **Contract Services:** Specific services requested by the County as set forth in the RFP; contract services are defined in the Scope of Contract and finalized in the Agreement.
- **Courts:** Circuit Court of Crook County.
- **Intimate Partner:** Persons involved in a current or former intimate relationship, including current and former spouses, persons who share a child in common, and persons who cohabit or have cohabited.
- **Intimate Partner Violence (IPV):** Physical, sexual, verbal, emotional or psychological harm by a current or former intimate partner.

3. PROGRAM OVERVIEW:

The Crook County Batterer's Intervention and Prevention Program is an Oregon Criminal Justice Commission (CJC) grant funded, supervised, intensive service and support program serving Justice Involved Individuals in Crook County who are facing criminal charges. IPV is a significant social concern, nationally and in Crook County. IPV negatively affects the well-being of all household members, including battered victims and children.

True progress in ending IPV is impossible without working with perpetrators. Experts agree that a dual approach of prevention and intervention is necessary to curb IPV rates; yet despite years of effort, practitioners and other experts continue to struggle to identify what constitutes an effective intervention for batterers. Despite a lack of empirical evidence, however, formal standards of care have been developed for BIPs and implemented in many states since the 1990s, based primarily on policy makers' beliefs about what constitutes a good program and on best practices gained through experience.

GOALS, OBJECTIVES, AND OUTCOMES:

Proposers should consider the following goals, objectives, and outcomes—and how their proposal will measurably support their achievement—when designing their response to the RFP.

Goal: *To maintain the safety of those exposed to IPV and prevent future incidents.*

Objectives:

- Improving BIP operations in-line with the latest evidence, research, and best practices;
- Providing BIP services based upon assessed needs and batterer types;
- Increasing the geographic coverage of BIPs through in-person services;
- Enhancing the accountability of BIPs by establishing clear standards that will be monitored on an ongoing basis; and
- Establishing uniform processes and reporting mechanisms and improving BIPs level of connection with DHS, the Courts, the Crook County Jail, Probation, and other stakeholders.

Measurable Outcomes:

- Participants will demonstrate a reduction in, and ultimately an elimination of, abusive and controlling behavior;
- Recidivism rates for IPV will decrease;
- Participants will demonstrate an increase in compliance with court-ordered services (for individuals referred for intervention);
- Participants will demonstrate higher rates of retention in and completion of BIPs; and
- Participants will demonstrate insight and understanding of the nature of domestic abuse, including verbal and emotional abuse, intimidating behaviors, threats, isolating tactics, using children, sexual abuse, economic abuse, denial and blaming, and making light of abuse.

4. SCOPE OF SERVICES:

The selected Contractor will provide most, if not all, of the Services outlined below, either through their practice or by a consortium. All Services are to be aligned with Best Practice Standards. 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.

Crook County Sheriff – Community Corrections is soliciting proposals for community-based and the possibility of future jail-based BIP programs. Payment will be on a client paid fee-for-service basis and payments for indigent clients will be pre-approved by the Community Corrections Office on a sliding-scale payment schedule based on the individual's ability to self-pay on a quarterly basis for actual services provided. This funding is intended to supplement client fees (based upon Proposer fee structure).

While Crook County is not prescribing a specific model of intervention, programs must be founded on the objectives and outcomes described in this RFP, supported by empirical research, and geared towards meeting previously stated priorities. Each Proposer must describe a model of treatment that demonstrates a commitment to continuous quality improvement through monitoring, evaluation, and quality assurance.

The successful Proposer must demonstrate the capacity to maintain effective relationships with Crook County Sheriff, the Courts, District Attorney's Office, Jail, Community Corrections, DHS, and other domestic violence programs. Successful Proposers will be expected to provide status reports to the Community Corrections Office on (1) a monthly basis at the minimum for clients who are in compliance and (2) immediately to the assigned

Parole and Probation Deputy for clients that are in non-compliance of treatment program. Each Proposer must also demonstrate the staffing capacity to attend Court hearings as needed.

Crook County is particularly interested in proposals to serve batterers both in the community setting as well as in the future in the Jail. To qualify to be a Jail-based BIP service provider, Proposers must demonstrate the capacity to offer a continuum of services, both for offenders who begin services in the Jail and are required to complete the program in the community, and clients in the community who are arrested and must continue the program in the Jail.

To measure the attainment of program outcomes, successful Proposers will deliver regular, timely, and accurate client-level data including, at a minimum: program referral, enrollment, attendance, participation, and program completion.

TARGET POPULATION:

The population targeted by this RFP includes batterers referred by the Courts and/or Community Corrections. A batterer is defined as a person who uses violence and/or threats of violence (physical, sexual, verbal and/or emotional) against a current or former Intimate Partner.

TARGET SUB-POPULATIONS:

Both men and women can be the dominant aggressor within an intimate partnership, and while most cases of domestic violence involve a male batterer and a female victim, Crook County intends to expand the range of treatment options that are tailored to sub-populations of batterers. These may include lesbian, gay, bisexual, transgender and heterosexual-identified individuals in all types of relationships; immigrants and refugees; people with intellectual disabilities; and older adults. Qualified providers who can deliver culturally sensitive interventions for these targeted populations should indicate their interest and include a detailed description of their qualifications to serve the population and how they plan to do so.

PERFORMANCE MEASURES AND OUTCOMES:

The Proponent shall 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 Crook County within thirty 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 thirty days of completion. Provide Crook County with any external audits or program evaluations conducted for services provided to Crook County Batterer's Intervention and Prevention Program participants within thirty days of receipt. Participate in monitoring and evaluation processes of the Batterer's Intervention and Prevention Program. Quarterly reports, including timecards and other documentation to support funds requested (i.e. mileage reimbursement forms, purchase orders), and Request for Reimbursement Report 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).

PERIOD OF SERVICE:

A contract is expected to be awarded for the period July 1, 2021 and terminate June 30, 2023. The contract may be renewed for additional years. Should a new contract be awarded for subsequent years, the County reserves the right to award a new contract with the selected contractor for this service without the need for further competitive procurement, subject to approval by Crook County and the availability of sufficient funds and satisfactory performance by the contractor.

COMPENSATION AND PAYMENT METHOD:

- A. Services shall be billed to Batterer’s Intervention and Prevention Program participant, as applicable.
- B. Submit reimbursement requests from Crook County Batterer’s Intervention and Prevention Program grant funds for services that have been approved and agreed upon based on the pre-approved sliding scale submitted for indigent clients.

5. PROPOSAL AND SELECTION PROCESS:

MODIFICATION AND WITHDRAWAL OF PROPOSALS:

Prior to the Due Date, any proposal may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the Proposer and shall be delivered by the Due Date. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable for 120 days or until such time as Crook County specifically cancels the procurement, rejects the proposal, or awards a contract.

ACCEPTANCE OR REJECTION OF PROPOSALS:

In awarding a contract, Crook County will accept and consider the proposal or proposals which, in the estimation of Crook County, will best serve the interest of Crook County and the Batterer’s Intervention and Prevention Program. Crook County reserves the right to award a contract to the Proposer whose proposal is most advantageous to Crook County based upon the evaluation process and evaluation criteria contained within this RFP. Crook County reserves the right to accept or reject any or all proposals. Any proposal which Crook County judges to be incomplete or nonconforming may be rejected. Any evidence of collusion between Proposers may constitute a cause for rejection of any proposals so affected.

SELECTION PROCESS:

All proposals submitted by the RFP due date will be subject to a standard review process. An initial review of each proposal will be conducted to determine if it is complete, in the required format, and in compliance with all requirements of this RFP. Failure to meet all of these requirements may result in a rejected proposal. Each proposal that passes the initial review will be evaluated and scored. The process may include a panel interview with the applicable agency. The review panel will evaluate and score each proposal on a 100-point scale, using the assigned weights listed below.

| Evaluation Criteria: | Point Value: |
|---|---------------------|
| Administrative Capability | 15 |
| Project Description/Scope of Services | 35 |
| Performance Measures and Program Evaluations (Outcomes) | 15 |
| Qualifications of Staff and Staffing Plan | 25 |
| <u>Fiscal Responsibility and Budget</u> | <u>10</u> |
| Total: | 100 Points |

Narrative responses to each section of the application, any required attachments, and the completed budget forms will be reviewed to determine compliance with the requested information and the feasibility and reasonableness of proposed program design, cost, and expected outcomes.

MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISE (M/W/DBE):

M/W/DBEs shall receive equal opportunities to submit proposals and shall not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. A MWDBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically

disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

WRITTEN QUESTIONS AND ADDENDA:

Questions regarding the information contained in this RFP must be submitted to Crook County Community Corrections, attention Lieutenant Brett Lind, 301 NE 3rd St., Prineville, OR 97754. Emailed questions will be accepted at Brett.Lind@crookcountysheriff.org. All questions must be submitted in writing and received by March 23, 2021. No oral questions will be accepted. All questions received will be answered by addenda to this RFP, which will be posted on the County's website. Subject to Oregon law, anonymity of the source of the specific questions will be maintained in the written responses.

PROTEST OF AWARD:

After Crook County approves and selects a Proposer, Crook County will provide notice of its intent to award the contract to all other Proposers. If no written protest is filed by 5:00 p.m. on the seventh day following announcement of the decision, the award will be deemed final. Crook County will not entertain protests submitted after this time period. The written protest must specify the grounds upon which the protest is based. If a timely protest is filed, the decision of Crook County will be considered final only upon issuance of a written notice deciding the merit of the protest. The Crook County Court shall have the authority to settle or resolve a written protest. The award and any written decision regarding the protest will be sent to each Proposer.

The protest shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. A written response will be sent to the protester within ten working days after receipt of the written protest. Prior to the award of a contract, if any Proposer files a protest against the awarding of the contract, the contract may not be awarded until either the protest has been withdrawn or Crook County Court has decided the matter. After the Crook County Court issues a response, an aggrieved Proposer may seek judicial review in the manner provided in ORS 279B.415.

AWARD AND COMMENCEMENT OF WORK:

Recommendation for award is contingent upon successful negotiation of the contract and resolution of any protests. The successful Proposer shall be required to sign the negotiated contract, which will be in the form and content as approved by Crook County. The final authority to award a contract rests solely with the Crook County Court. The successful Proposer shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved by Crook County Counsel's Office and executed by the Crook County Court. The successful Proposer must agree to all terms, insurance coverage provisions, and conditions of the contract with Crook County. The required insurance coverage is listed in Attachment 2.

As applicable, the selected Proponent shall also submit to Crook County prior to contract award the following documents:

- Articles of Incorporation and/or business license;
- Required insurance documents;
- Grievance procedures for participants;
- Handicapped Access Survey; and
- Verification of credentials, including education qualifications and professional licenses/certifications, as applicable.

6. TENTATIVE SCHEDULE OF EVENTS:

Proposers must follow the instructions and conditions detailed in this RFP. The milestones for the selection process are set out below. The tentative schedule of events is as follows:

- RFP publication: March 9, 2021
- Deadline for questions: March 23, 2021
- Final addenda, if any: March 25, 2021
- Proposals due: 4:00 PM, April 2, 2021
- Proposal opening: 4:05 PM, April 2, 2021
- Proposal evaluation: April 5 through April 9, 2021
- Notification of interviews: April 9, 2021
- Interviews, if needed: April 12 through April 16, 2021
- Recommendation to County Court: May 5, 2021
- Notice of Intent to Award: May 5, 2021
- Protest period: May 5 through May 12, 2021
- Contract negotiation and execution: May 13 through May 19, 2021
- Contracted services commence: July 1, 2021

7. INSTRUCTIONS AND CONDITIONS:

PROPOSAL REQUIREMENTS:

One original and three (3) copies of the proposal must be submitted, through hand delivery or mailing, in a sealed envelope that is clearly marked with the name and address of the proposing agency, titled “Proposed Crook County Batterer’s Intervention and Prevention Program Treatment Provider”, and addressed to:

Crook County Community Corrections
Attn: Lieutenant Brett Lind
301 NE 3rd St.
Prineville, OR 97754

Proposals must be received no later than 4:00 pm, on Friday, April 2, 2021 to be eligible for consideration. Submission and receipt of proposals by electronic means is not permitted. A proposal shall be considered late if received at any time after 4:00 PM, April 2, 2021. Proposals received after the specified time will be rejected, except that, in the County’s sole discretion, the County may accept late submittals if no timely submittals are received. It is the responsibility of the Proponent to ensure the proposal is submitted by the time and date and to the location as specified. Postmarks will not be accepted in lieu of this requirement. Therefore, use of the U.S. Mail is at the Proposer’s own risk. Proposals submitted to any other office will not be accepted.

Proposals must be signed by an authorized representative. Proposals drafted by a consortium shall include a Memorandum of Understanding (MOU) signed by individuals of each entity choosing to participate. Proposals without an original authorized signature will be rejected.

Any proposal may be rejected if it is conditional, incomplete, or deviates from the specifications in this RFP. By submitting a proposal, the Proponent agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted in Attachment 3 (Executive Summary). Proposals must be valid for a minimum of 120 days from the due date of this RFP.

All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This solicitation does not obligate Crook County to select any single proposer, and Crook County reserves the right to

cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

NOTE: All proposals submitted in response to this Request for Proposal (RFP) shall become the property of Crook County and may be utilized in any manner and for any purpose by Crook County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. Proposals should not include personal identifier information in resumes or other documents such as social security numbers, dates of birth, criminal clearance documents, etc. Crook County shall not in any way be liable or responsible for the disclosure of any such records. If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Crook County will endeavor to resist disclosure of properly identified portions of the proposals.

SUBMISSION PACKAGE:

Applications submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed Application pursuant to this RFP:

- Signed Proposer Certificate – Attachment 1
- Signed Acknowledgement of Insurance Requirements – Attachment 2
- Executive Summary – Attachment 3
- Narrative Section: Prepare a written response to the narrative section that fully addresses each of the evaluation criteria listed. The narrative must be typed in 12-point font, one-inch margins, 8½" x 11", paginated, on white paper. The narrative section is limited to twelve pages, one-sided – Attachment 4
- Proponent's and/or consortium's fee schedule.
- Proponent's and/or consortium's proposed budget using the following line items: Clinical Supervisor and A&D Coordinator Services (administrative), Direct Services to Uninsured Participants, Supplies and Materials, Ancillary Support Services, and Drug Testing.
- Consortium's MOU, if applicable.

REPRESENTATIONS BY PROPOSER

1. The undersigned certifies the proposal is offered by an independent contractor as defined in ORS 670.600.
2. No person, firm, or corporation, other than that named, has any interest in the proposal or in the proposed contract.
3. The proposal, if submitted by a joint venture, is in the name of the joint venture and all parties have examined this RFP including all requirements and contract terms and conditions thereof, and, if successful, the joint venture shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.
4. By submitting a response, the Proposer certifies that no relationship exists between the proposer and the County that interferes with fair competition or is a conflict of interest, and no relationship exists between the Proposer and another person or firm that constitutes a conflict of interest.
5. The Proposer has examined all parts of this RFP, including all requirements and contract terms and conditions thereof, and, if successful, the proposer shall execute a contract which incorporates the stated requirements, proposal response, and terms and conditions.

6. The Proposer fully understands and submits its proposal with specific knowledge that in the event the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the RFP.
7. The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal, and hereby authorizes the County to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the County whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

RESERVATIONS BY CROOK COUNTY

Crook County reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of Crook County. Crook County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect, or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Proposer from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the Proposer. Crook County, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in part. If modification or cancellation is determined to be in Crook County's best interest, all Proposers will be notified in writing of the specific reasons for such modification or cancellation.

Crook County reserves the right to seek additional proposals beyond the final submission date, if, in Crook County's sole discretion, the proposals received do not meet with the approval of Crook County and the Batterer's Intervention and Prevention Program.

If only one proposal is received and it is deemed that such proposal meets requirements for funding, Crook County reserves the option to award such entity a contract on a sole-source basis. In the event no proposals are received, or proposals received do not meet requirements for funding under this RFP or designate another qualified entity to operate the program on a sole-source basis.

Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply with contract requirements once a contract has been awarded will constitute a material breach of the contract and may result in the suspension or termination of the affected contract and debarment from future Crook County contracting opportunities for a period not to exceed three years. Other penalties may also apply.

Attachment 1 – Proposer Certificate

PROPOSER CERTIFICATE

This certification must be completed, signed, and returned.
Failure to do so will result in bid disqualification.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

RESIDENT BIDDER

A “resident bidder” is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

Check One: Bidder is is not a resident bidder.

If a non-resident bidder, enter your state of residency: _____.

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states “A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

Check One: Bidder states that it:

Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, “Oregon Tax Laws” means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

Check One: Bidder states that it:

Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

STATEMENT REGARDING CERTIFICATIONS

Proposer understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The Proposer understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Proposer, hereby certify that the answers to the foregoing Proposer Certificate questions and all statements therein contained are true and correct.

Signature: _____

Date: _____

By: _____

Title: _____

Phone: _____

Email: _____

Company Name: _____

Company Address: _____

Attachment 2 – Acknowledgement of Insurance Requirements

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a “claims made” basis must be approved and authorized by Crook County.

Workers Compensation insurance in compliance with ORS 656.017, requiring contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease, and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

| | |
|-----------------------|------------------------|
| Per Occurrence limit: | Annual Aggregate limit |
| \$2,000,000 | \$4,000,000 |

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed. **Required by County**

Commercial General Liability insurance with a combined single limit of not less than:

| | |
|----------------------------------|--|
| Per Single Claimant and Incident | All Claimants Arising from Single Incident |
| \$2,000,000 | \$4,000,000 |

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees, or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Deschutes County, the State of Oregon, their officers, agents, employees, and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law. **Required by County**

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$1,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians, or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business. **Required by County**

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by the contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed contract. Contractor shall notify the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Crook County. I also certify that I carry the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: _____

Date: _____

Printed Name and Title: _____

Attachment 3 – Executive Summary

EXECUTIVE SUMMARY

(if consortium, please fill one out for each business entity)

1. Proposer's legal name:

Firm Name: _____

Address: _____

Telephone: _____

2. Briefly summarize your program design:

3. Chief Executive contact:

Name of Chief Executive: _____

Title:

Telephone: _____

E-mail Address: _____

4. Primary Application Contact

Name of Primary Contact: _____

Title:

Telephone: _____

E-mail Address: _____

5. Legal Status Information

Federal Employer Tax Identification or Social Security Number: _____

Oregon Tax I.D. Number: _____

Attachment 4 - Narrative

NARRATIVE

Please provide a written response to each section. Your application proposal will be reviewed and scored according to the following evaluation criteria. All proposals will be reviewed for demonstrated capacity to provide the services/activities sought through this solicitation.

1. Administrative Capability (15 Points)

Demonstration of the agency's experience, knowledge and ability to administer a comprehensive Batterer's Intervention and Prevention program for Crook County. The proposal should demonstrate the agency's understanding of the population served and knowledge of the Drug Court Model including an understanding of Evidence Based Batterer's Intervention Programs.

2. Project Description/Scope of Services (35 Points)

Demonstrate a clear plan for development and implementation of a sustainable Justice Involved Individual paid Batterer's Intervention Program that meet the needs of participants served by the Crook County Community Corrections. The proposal should demonstrate the agency's ability to meet the requirements listed in Section 5. "Scope of Services"), and clearly explain how the agency will carry out these requirements. The proposal should specifically identify the evidence based treatment program(s) proposed and how the Contractor would evaluate fidelity to the treatment model and how the treatment program(s) delivery would be structured to support the required group sizes for each gender. If agency will be partnering with other service providers to ensure availability of full continuum of Batterer's Intervention and Prevention Program Treatment Services, the proposal should include signed Memorandums of Understanding (MOU) with partner agencies.

3. Performance Measures and Program Evaluations (Outcomes) (15 Points)

Identification of key performance measures. Demonstrate ability to track and report on established performance measures as well as ability to address performance deficits in a timely manner. Plan for on-going program evaluation and quality improvement.

4. Qualifications of Staff and Staffing Plan (25 Points)

Background and experience of project staff and or sub-contractors in working with Batterer's Intervention and Prevention Program participants. Bilingual (i.e. Spanish/English) and culturally competent staff should be identified. Demonstration of plans for recruitment, training and oversight in order to deliver services and supports to Batterer's Intervention and Prevention Program participants.

5. Fiscal Responsibility and Budget (15 Points)

Demonstration of ability to maintain accountability for contract funds; cost effectiveness of the project, planning for fiscal stability during times of shifting capacity demand. Provide a proposed budget reflecting funding categories.

Total Points 100

PROFESSIONAL SERVICES CONTRACT

CONTRACTOR: * _____ DATE: *

ADDRESS: * _____ * _____ * _____ * _____
Street Address City State Zip

PHONE NUMBER: * _____ EMAIL: * _____

This Professional Services Contract (Agreement) by and between [name] (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into this date written above, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

- 1. PROJECT: The services as described on Exhibit D *[and E] to this Agreement are to be provided by Contractor in connection with a Project identified as follows: *
- 2. DURATION: This Agreement shall run from * (“effective date”) through * unless terminated or extended according to the provisions of this Agreement.
- 3. SCOPE OF SERVICES: Contractor will perform the services as described on Exhibit D *[and E] attached hereto.
- 4. FEE FOR SERVICES: Contractor’s fee for the services identified on Exhibit F to this Agreement shall be: * and no/100 Dollars (\$*).
- 5. EXTRA SERVICES: Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
- 6. EXHIBITS: The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:
 - Exhibit A: Required Terms for All Public Contracts
 - Exhibit B: Independent Contractor Status
 - Exhibit C: Protected Information
 - Exhibit D: Business Associate Agreement
- 7. TAX DUTIES AND LIABILITIES: Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.
- 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. **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 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;
- 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate for

bodily injury or property damage. The policy will contain a “per project” Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this 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 \$500,000 for its employees, officers, agents, or partners, as required by applicable workers’ compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. **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.

- 15.7. ABESTOS ABATEMENT: (Only applicable to contracts where asbestos may be present.) The Commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:
- (a) A full occurrence form, or
 - (b) A limited occurrence form with at least a 3-year tail, or
 - (c) A claim made form with a 3-year tail.

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 3rd 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

[name]

By: _____
Signature

Printed Name

Title: _____

Date: _____

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

SAMPLE

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.