

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**In the Matter of an Order Approving an)
Intergovernmental Agreement (IGA))
between Douglas County and Curry)
County – Detention of Juvenile Offenders)**

ORDER NO. 23285

WHEREAS, the Curry County Juvenile Department needs a licensed and approved Juvenile Detention Facility to house Curry County youth; and

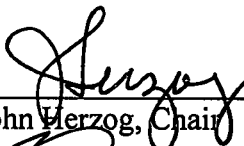
WHEREAS, Douglas County operates a state-approved Juvenile Detention Facility and contracts with other Counties to provide services; and

WHEREAS, Douglas County has agreed to enter into an Intergovernmental Agreement ("IGA") to provide Detention for Curry County juvenile offenders at the rate of \$120.00 per bed day, as shown in Intergovernmental Agreement filed concurrently herewith.

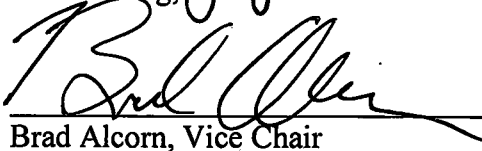
NOW, THEREFORE, IT IS HEREBY ORDERED THAT the IGA between Douglas County and Curry County for Detention of Juvenile Offenders, filed concurrently herewith, is approved, and signature authority for this IGA is granted to the Director of the Curry County Juvenile Department.

DATED this 7th day of June, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

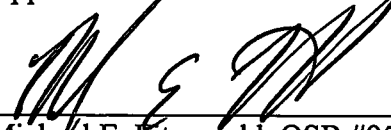


John Pierzog, Chair



Brad Alcorn, Vice Chair

Approved as to Form:



Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel



Jay Frost, Commissioner

CJ2023-196
Curry County Clerk, Shelley Denney
Filed Date 8 14 23
Time 1:51pm - 13 pages
Deputy S. Lindsay Harris

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DOUGLAS COUNTY AND CURRY COUNTY
FOR DETENTION OF JUVENILE OFFENDERS**

This Intergovernmental Agreement Between Douglas County and Curry County for Detention of Juvenile Offenders ("Agreement") is made by and between Douglas County, a political subdivision of the State of Oregon, and Curry County, a political subdivision of the State of Oregon, each acting through its duly elected board of commissioners and juvenile department director.

RECITALS:

A. Douglas County operates a juvenile detention center that opened in 2001 and is referred to in this Agreement as "the detention center." Douglas County anticipates that during the current fiscal year, the detention center will have housing space not required by Douglas County for the incarceration of juvenile offenders lawfully in its custody. Curry County desires to detain in a humane and secure environment certain male and female juvenile offenders. In order to partially offset its maintenance costs for operation of the detention center while maintaining adequate space for its own needs, Douglas County is willing to make the desired bed space available to Curry County in accordance with this Agreement.

B. This Agreement does not concern or affect the housing of adult offenders.

C. A "juvenile offender" means a person younger than eighteen years of age who is alleged to have committed an act that is a violation, or, if committed by an adult, would constitute a violation, of a law or ordinance of the United States, a state, a county, or a city. For purposes of this Agreement, "juvenile offender" also means a person who is alleged to have committed a crime pursuant to Oregon Revised Statutes (ORS) 137.707, and also a person under eighteen years of age who has been waived into adult court pursuant to ORS 419C.430.

D. This Agreement is adopted by Douglas County and Curry County under authority of ORS 203.010, which allows a county to make all necessary contracts, and ORS 190.010, which allows one county to perform services under contract for another county.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS, AND CONDITIONS STATED BELOW, DOUGLAS COUNTY AND CURRY COUNTY AGREE AS FOLLOWS:

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1. Douglas County shall perform as follows:

a. Admission Services.

(1) Subject to the conditions stated in this Agreement, any juvenile offender of either sex shall be admitted upon placement by an authorized member of the Curry County Juvenile Department or its designee or upon order of any court of competent jurisdiction requiring detention of such juvenile offender.

(2) Beginning upon execution of this agreement, Douglas County will reserve for the exclusive use of Curry County on a continuous 24-hours-per-day basis one bed in the detention center for juveniles who qualify for placement. The cost of bed space is set forth in Subsection 3.a., below.

(3) To the extent that additional bed space is available in excess of one bed space, as determined by Douglas County in its sole discretion, Douglas County may offer the additional bed space to Curry County, which will have the right of first refusal on the beds. If, while Curry County is using bed space pursuant to this Subsection (3), Douglas County determines that it requires the bed space for its own use, Curry County shall be required to vacate any beds in excess of the one reserved bed referred to in Subsection 1.a.(2), above.

b. Supervision Services.

(1) Placed juveniles admitted under this Agreement shall receive the quality, level, and manner of care and supervision by Douglas County as Douglas County furnishes to detained juveniles placed from within Douglas County.

(2) No emergency services shall be required of Douglas County by this Agreement; however, if Douglas County determines, in its sole discretion, that a need for emergency services of any kind exists, the determination shall control, and Douglas County is hereby authorized by Curry County to secure such services as Douglas County deems necessary. Douglas County will provide Curry County notice of such services as soon as reasonably practicable. Curry County shall reimburse Douglas County for any emergency services expenses over and above the base charge established in Section 3 of this Agreement.

c. Release Services. Douglas County shall release juveniles placed under this Agreement only upon notification by persons authorized by the Curry County Juvenile Department Director and/or staff or pursuant to court order; provided, however, that Douglas County, upon written notice to the Curry County Juvenile Department, may act to require release of any juvenile offender who Douglas County reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this Agreement is intended to relieve Curry County of its duty to monitor the duration of a juvenile offender's detention.

2. Curry County shall perform as follows:

a. Written Statement of Custody Basis. The Curry County Juvenile Department shall provide a written statement to Douglas County for each juvenile detailing the basis for custody and the length of sentence applicable. Any applicable court order or detainer shall be attached to the written statement.

b. Authorization to Act. Curry County shall identify for Douglas County persons authorized to act under this Agreement on behalf of the Curry County Juvenile Department. Curry County shall obtain, as required by the Oregon Juvenile Code, such designations and permissions as shall permit implementation of this Agreement. The Curry County Juvenile Department shall provide Douglas County with a list of persons permitted to visit a juvenile offender housed in the detention center and the names and addresses of the juvenile offender's attorney and legal guardian(s).

c. Transportation. Curry County shall be responsible for providing all transportation to and from the detention center at no expense to Douglas County.

d. Release Information. Curry County shall provide any required written evidence of authorization or other reports necessary to release any juvenile offender placed under this Agreement.

e. Reimbursement for non-routine expenses. Curry County shall promptly reimburse Douglas County for any expenses reasonably incurred in providing care for and supervision of juvenile offenders placed under this Agreement that exceed the level of care and supervision customarily provided to juvenile offenders placed in the detention center from within Douglas County. Expenses to which this reimbursement obligation apply shall include, but not be limited to, psychological or psychiatric assessment and treatment, including counseling; prescription medication; tutoring and educational services not customarily provided to the detention center's general population; special clothing, footwear, or other apparel; personal protective equipment or devices; prosthetics or similar equipment, devices and services; vision correction equipment, devices, and services; hearing assistance equipment, devices, and services; dental and orthodontic equipment, devices, and services; medical equipment, devices, supplies, and services beyond basic medication administration and on-site basic First Aid; and transportation costs reasonably incurred by Douglas County in obtaining and providing any of the foregoing equipment, devices, supplies, and services. Transportation costs shall be reimbursed as described in Section 3.c., below.

f. Counseling services. Curry County shall provide all pre-adjudicative and post-adjudicative counseling services for juvenile offenders placed with Douglas County under this Agreement and shall provide such notification as may be

required to the parents or legal guardians of placed juvenile offenders prior to placement with Douglas County.

g. Payment. Curry County shall promptly pay Douglas County any amounts due as set forth in Section 3 herein.

h. Court Orders. Curry County shall promptly provide to Douglas County in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed juvenile offender.

i. Removal of Juvenile Offenders. Curry County shall remove any placed juvenile that Douglas County determines, in its sole discretion, to be a substantial risk to the security or safety of the detention center on 24 hours' notice from Douglas County. This obligation shall include transporting the removed juvenile offender.

3. Cost.

a. Cost. From the date of execution of this agreement to June 30, 2024, the cost to Curry County shall be \$120.00 per bed day.

b. Intentionally omitted.

c. Other Costs. Curry County shall pay upon demand by Douglas County any sums required by this Agreement, including but not limited to the costs of emergency services and non-routine expenses. Douglas County shall bill Curry County for the additional services by sending Curry County an invoice setting forth the date(s), service(s) provided, and name(s) of the juvenile offender(s) for whom the services were rendered. Curry County shall remit payment for the additional services within 30 days of receipt of such invoice.

d. Definition of "Bed Day". A "bed day" is considered to be any day during which a juvenile offender is in residence at the detention center, regardless of the actual number of hours the juvenile is in residence.

4. Liability and indemnification. The parties understand and agree that Douglas County officers, employees, and agents acting pursuant to this Agreement are not agents, as that term is used in ORS 30.265, of Curry County. If Douglas County is sued for wrongful detention of any person held in custody or transported by Douglas County for Curry County under this Agreement, Curry County shall be responsible for paying any judgment(s) against Douglas County, and for any and all costs, disbursements, and attorney fees reasonably incurred by Douglas County in responding to the lawsuit prior to trial, at trial, and on appeal, except to the extent that the wrongful detention is the result of the sole negligence of Douglas County. To the fullest extent allowed by law, Curry County shall indemnify, defend, and hold

harmless Douglas County and the officers, employees, and agents of Douglas County from and against any and all claims by third parties, including government agencies, for negligent, wrongful, or unlawful acts or omissions by Curry County and its officers, employees, contractors, and agents occurring in connection with the performance of or failure to perform this Agreement. Curry County shall not be responsible for the negligent or wrongful acts or omissions of Douglas County.

5. Insurance.

5.1 While this Agreement is in effect, Curry County shall keep in effect the following forms of insurance:

5.1.1 A commercial general liability insurance policy.

5.1.2 A comprehensive automobile liability insurance policy.

5.1.3 Workers' compensation insurance as required by ORS 656.017.

5.2 Liability coverage must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act (ORS 30.260 to 30.302) with minimum coverage as follows:

5.2.1 Commercial general liability limits of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

5.2.2 Automobile liability limits of at least \$1,000,000 combined single limit per accident.

5.3 Insurance required by Subsection 5.1.1 and 5.1.2 must provide "occurrence" coverage and must name Douglas County and its officers, employees, and agents as additional insured.

5.4 Curry County shall provide to Douglas County certificates of insurance for coverage required by this section. If the insurance certificate(s) require an endorsement in order for Douglas County to be an additional insured, then Curry County shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions. Curry County shall provide renewal certificates to Douglas County at least ten (10) days prior to expiration.

5.5 Insurance required of Curry County shall be primary with respect to the interest of Douglas County, whose insurance shall be excess.

5.6 Policies must include provisions requiring that the insurer provide Douglas County advance written notice of cancellation or reduction of Curry County's insurance coverage. In addition, Curry County itself shall provide immediate written notice to County of any changes in its liability insurance coverage while this Agreement is in force, including but not limited to reduction in coverage and changes of insurer(s).

6. Effective Date of Agreement; termination for convenience by either party.

This Agreement shall be effective from the date on which it has been executed by both parties and shall continue in force until terminated by one of the parties or by mutual agreement. Each party to this Agreement shall have the right to terminate the Agreement for its convenience upon providing 30 days' advance written notice to the other party. Curry County shall be responsible for payment of all costs that have accrued prior to termination.

7. Compliance with applicable laws. The parties shall comply with all applicable laws, including, without limitation, federal and state civil rights and privacy laws. If in performing this Agreement it becomes apparent that communication of individually identifiable health information or other confidential information of which the use and disclosure is regulated or restricted by law, by one party to the other or both parties to each other, will occur, the parties shall execute any necessary and appropriate supplemental agreements (e.g., HIPAA "Business Associate Agreements") required to achieve and maintain compliance with applicable laws.

8. Resolution of disputes. The parties shall endeavor in good faith to resolve any dispute that arises under this Agreement by cooperation and negotiation. Except as provided by Section 4, above, in the event of an action, suit, or proceeding, including appeals therefrom, that arises for breach of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs, and disbursements. Oregon law will govern this Agreement. Venue for any court proceedings will be in Douglas County Circuit Court.

9. Agreement survival. The parties intend that a finding by a court that a particular section of this Agreement is invalid not affect the validity of other provisions of the Agreement.

10. Contract information.

10.1 Curry County's address for notices is: Wendy Lang, Director; Curry County Juvenile Department; 29821 Ellensburg Ave., Gold Beach, OR 97444.

10.2 Douglas County's address for notices is: Aric Fromdahl, Director; Douglas County Juvenile Department; Room CH105A, Courthouse; 1036 SE Douglas Avenue; Roseburg, OR 97470.

10.3 Each Party shall notify the other of any change of address for notices.

11. No waiver. Compliance with the provisions of this Agreement may be waived only by a written waiver signed by the Party waiving its rights. Waiver of compliance with one provision of this Agreement will not be deemed to waive compliance with any other provision.

12. Amendments. This Agreement may be modified or amended only by mutual written agreement of the parties.

13. Term and termination. This Agreement shall be effective from the date on which it has been executed by both parties and shall remain in full force and effect until terminated by one of the parties. Either party may terminate this Agreement by giving the other party a minimum of 30 days' advance written notice to terminate. Curry County shall be responsible for payment of all costs that have accrued prior to termination, including any costs that accrue during the notice period.

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14. Attorney fees and costs. Subject to the requirements of Section 4, above, in the event that an action, suit, or proceeding, including appeals therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs, and disbursements for said action, suit, or proceeding, including any appeals.

15. Entire Agreement. This Agreement contains the complete agreement of the parties. No oral agreements between the parties shall be valid unless reduced to a written instrument signed by each of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates entered hereafter.

**BOARD OF COMMISSIONERS
OF CURRY COUNTY**

By: [Signature]
Chair
By: [Signature]
Vice-Chair
By: [Signature]
Commissioner
Date: 6/1/2023

**BOARD OF COMMISSIONERS
OF DOUGLAS COUNTY, OREGON**

By: _____
Chair
By: _____
Commissioner
By: _____
Commissioner
Date: _____

REVIEWED AS TO CONTENT

By: [Signature]
County Department Head
Coding: _____
Date: 6/1/2023

REVIEWED AS TO FORM

By: [Signature]
Office of County Counsel
Date: _____

REVIEWED AS TO CONTENT

By: _____
County Department Head
Coding: 00500500-387900
Date: _____

REVIEWED AS TO FORM

By: _____
Office of County Counsel
Date: _____

Business Associate Agreement

This Agreement is entered into by and between the Juvenile Department of Curry County, a political subdivision of the State of Oregon (hereinafter "Covered Entity") and the Juvenile Department of Douglas County, a political subdivision of the State of Oregon (hereinafter "Business Associate") to set forth the terms and conditions under which protected health information (or "PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations enacted thereunder, created or received by Business Associate on behalf of the Curry County Juvenile Department may be used or disclosed.

The parties agree as follows:

1. Definitions

Catch all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

Specific Definitions:

- (a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Douglas County Juvenile Department.
- (b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Curry County Juvenile Department.
- (c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business

Associate Business Associate agrees

to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of

protected health information other than as provided for by the Agreement.

- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident of which it becomes aware.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- (g) Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- (h) To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations (s); and
- (i) Make its internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Intergovernmental Agreement for Detention of Juvenile Offenders.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum

necessary policies and procedures.

- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- (e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business Associate may provide data aggregation services *relating* to the health care operations of Covered Entity.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

5. Permissible Requests by Covered Entity

Covered Entity shall not request that Business Associate use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if used or disclosed by Covered Entity.

6. Term and Termination

- (a) **Term.** The Term of this Agreement shall be effective as of the first day of the intergovernmental agreement between Curry County and Douglas County for the detention of juvenile offenders and shall terminate upon termination of that agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement, and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- (c) **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
 - 2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form.
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section for as long as Business Associate retains the protected health information.
 - 4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained; and
 - 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business

Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

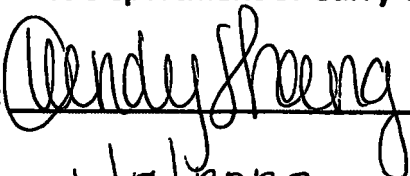
- (d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Agreement. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

COVERED ENTITY

Juvenile Department of Curry County

By: 

Date: 6/7/2023

BUSINESS ASSOCIATE

Juvenile Department of Douglas County

By: _____

Date: _____