



Contract Review Sheet

HE-5793-23

Contract for Services #: **HE-5793-23** Amendment #: _____

Contact: **Lyndsie Schwarz** Department: **Health and Human Services**

Phone #: **(503) 361-2633** Date Sent: **Monday, January 22, 2024**

Title: **Unarmed Security and Patrol Services**

Contractor's Name: **Advanced Security Inc.**

Term - Date From: **December 1, 2023** Expires: **December 31, 2026**

Original Contract Amount: **\$ 1,800,000.00** Previous Amendments Amount: **\$ -**

Current Amendment: **\$ -** New Contract Total: **\$ 1,800,000.00** Amd% **0%**

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☒ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **HE1367-23**

Description of Services or Grant Award

Contractor to provide unarmed security and vehicular patrol services for HHS County locations to ensure the safety and well-being of County clients and staff.

Desired BOC Session Date: **2/21/2024** Files submitted in CMS for Approval: **1/31/2024**

Agenda Planning Date: **2/8/2024** Printed packets due in Finance: **2/6/2024**

Management Update: **2/6/2024** BOC upload / Board Session email: **2/7/2024**

BOC Session Presenter(s) **Rhett Martin and Mai Cao**

FOR FINANCE USE

Date Finance Received: **1/30/2024** Date Legal Received: _____

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by:

Jeff D White
 1/30/2024
 Finance - Contracts Date

DocuSigned by:

Lyndsie Schwarz
 2/2/2024
 Contract Specialist Date

DocuSigned by:

Scott Morris
 1/31/2024
 Legal Counsel Date

DocuSigned by:

Jan Fritz
 2/1/2024
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	February 21, 2024				
Department:	Health and Human Services				
Title	Unarmed Security and Patrol Services				
Agenda Planning Date:	02/08/2024	Management Update/Work Session Date:	02/06/2024	Audio/Visual aids	<input type="checkbox"/>
Time Required	10	Contact:	Lyndsie Schwarz	Phone:	4898
Requested Action:	Approval				
Issue, Description & Background:	<p>Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Advanced Security Inc. for Unarmed Security and Patrol Services with a value of \$1,800,000.00 and will be effective retroactive to 12/1/2023 upon approval.</p> <p>Contractor to provide unarmed security and vehicular patrol services for HHS County locations to ensure the safety and well-being of County clients and staff.</p>				
Financial Impacts:	N/A				
Impacts to Department & External Agencies:	Health and Human Services anticipates no financial impact to other departments.				
List of attachments:					
Presenter:	Rhett Martin and Mai Cao				

Department Head Signature:

DocuSigned by:

Ryan Matthews

7D28A787656F458...

REQUEST FOR AUTHORIZATION OF CONTRACT HE-5793-23

Date: January 22, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Lyndsie Schwarz

I. Subject: Retroactive

The Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Advanced Security Inc. for Unarmed Security and Patrol Services with a value of \$1,800,000.00 and will be effective retroactive to 12/1/2023 upon approval.

A. BACKGROUND

Contractor to provide unarmed security and vehicular patrol services for HHS County locations to ensure the safety and well-being of County clients and staff. Request for proposals opened September 5, 2023 and closed September 29, 2023. Evaluation occurred October 2023 with a Notice of Intent to Award November 6, 2023. Contractor negotiations took place in December 2023.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

The contract between MCHHS and Advanced Security Inc. was not executed on time due to staffing changes that extended the RFP process and negotiation for an upcoming contract.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

Department will endeavor to finalize contracts prior to services being performed and is actively implementing strategies to prioritize and provide appropriate timelines for the RFP process prior to contract expiration.

---Signatures on following page---

Submitted by:

DocuSigned by:

Lyndsie Schwarz

B84A939FCD02459...

Lyndsie Schwarz

Health and Human Services

Reviewed by:

DocuSigned by:

JPP D White

D1ECCAAACDB14CB...

Contracts & Procurement

Acknowledged by:

DocuSigned by:

Ryan Matthews

7D28A787656F458...

Department Head

Acknowledged by:

DocuSigned by:

Jan Fritz

1E984034585E453...

Jan Fritz, CAO

**MARION COUNTY
CONTRACT FOR SERVICES
HE-5793-23**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Advanced Security Incorporated hereinafter called Contractor.

RECITALS

WHEREAS, County issued Request for Proposal HE1367-23 for Unarmed Security and Patrol Services on September 5, 2023.

WHEREAS, Advanced Security Incorporated submitted a proposal in response to HE1367-23 on September 29, 2023, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposal received and issued a Notice of Intent of Award to Advanced Security Incorporated on November 6, 2023.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is retroactive on December 1, 2023 signed by all parties and all required County approvals have been obtained. This Contract expires on **December 31, 2026**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2028.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$1,800,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.
Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and

rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 28. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 28.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all

reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

9. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured

the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

15. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

- iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ **Required by County** ☒ **Not required by County.**

☐ \$2,000,000 Per occurrence limit for any single claimant; and

☐ \$5,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Information Technology Director and Risk Manager

- iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

- ☐ \$500,000 Per occurrence limit for any single claimant
☐ \$1,000,000 Per occurrence limit for multiple claimant

- v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
☐ \$500,000 Per occurrence limit for any single claimant; and
☐ \$1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Advanced Security Inc.
Attn: Brandon Boaden
1255 Cross St. SE
Salem, OR 97302
Phone: 503-375-0533
bboaden.asi@gmail.com

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

---Remainder of page intentionally blank---

29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature:	<div>DocuSigned by: <i>Ryan Matthews</i> 7D28A787656F458...</div> 1/30/2024
	Ryan Matthews, Administrator DocuSigned by:
Authorized Signature:	<div><i>Jan Fritz</i> 1E984034585E453...</div> 2/1/2024
	Chief Administrative Officer DocuSigned by:
Reviewed by Signature:	<div><i>Scott Morris</i> 60C98A6F708240B...</div> 1/31/2024
	Marion County Legal Counsel DocuSigned by:
Reviewed by Signature:	<div><i>Jeff D White</i> D1ECCAACCDB14CB...</div> 1/30/2024
	Marion County Contracts & Procurement Date

ADVANCED SECURITY INCORPORATED SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

EXHIBIT A

STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

Marion County Health and Human Services has a need for security and patrol services at various locations within the department. Security within the department provides a safe and danger-free environment, so that County clients and staff can conduct their business in a safe atmosphere. Security personnel will serve as a deterrent to potential trespassers and can also assist and support people during emergencies. Security services are also a vital part of society and help keep people safe, prevent crime, and give a sense of security.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide unarmed security and patrol services including vehicular patrol site checks as well as security patrol and presence for a variety of locations, days, and hours throughout the County.

i. Vehicular patrol services shall include but are not limited to the following:

- a. patrol twice a day during non-business hours
- b. be perceptive of unusual or suspicious conditions
- c. exterior door checks on all doors identified by County
- d. maintenance of daily Log Reports and as needed Client Informational Reports after each shift and submission of reports to Contractor Operations Manager
- e. submission of weekly logs via email every Monday regarding prior week's site checks to primary Key Person identified by County in Section D. Special Requirements
- f. communication with County identified Key Person if security officer encounters a situation of possible trespassing, burglary, unlawful entry, etc., via open door, open window or broken window that may or may not result in police interaction
- g. interact professionally with County staff and clients
- h. handle any client complaints, concerns, or questions through Advanced Security, Inc. Salem and Portland Branch Manager

ii. Unarmed security patrol services shall include but is not limited to the following:

- a. patrol during normal business hours
- b. on-site walking and monitoring of property
- c. be perceptive of unusual or suspicious conditions
- d. maintenance of daily Log Reports and as needed Client Informational Reports after each shift and submission of reports to Contractor Operations Manager
- e. submission of weekly logs via email to primary contact identified by County every Monday regarding prior week's site checks

- f. communication with County identified contact if security officer encounters a situation that results in police interaction
 - g. interact professionally with County staff and clients
 - h. perform door and site checks as soon as possible for suspicious activities when alarm is triggered and call the police as needed
 - i. handle any client complaints, concerns, or questions through Advanced Security, Inc. Salem and Portland Branch Manager
- iii. Requirements for unarmed security officers performing services shall include, but are not limited to:
 - a. mentally alert and capable of exercising good judgment
 - b. emotional and mentally stable
 - c. certification through the Department of Public Safety Standards (DPSST)
 - d. completion of a minimum of 14 hours of training from DPSST
 - e. proof of a national criminal background check completed by DPSST through the FBI
 - f. have no record of criminal convictions and pass a Criminal History Check at the Oregon State Police level
 - g. present a professional appearance in company provided uniform. At a minimum, Security Officer shall present in a jacket or shirt with company markings
 - h. endorses the Oregon Department of Public Safety Standards and Training and the Private Security Professional Code of Ethics
 - i. not be involved or have immediate family members as clients with Marion County
 - j. possess good people skills.
 - k. read, write, and communicate verbally in English
 - l. be able to stand for a full shift, up to eleven (11) hours, (with appropriate authorized breaks)
 - m. maintain an exceptional attendance record
 - n. deal with and maintain a high degree of confidentiality
 - o. have excellent interpersonal skills, and must work effectively with people of diverse backgrounds
 - p. recognize problem situations and proactively research solutions
 - q. be able to work in a team environment with County staff
 - r. have training in areas identified but not limited to:
 - (1) Sexual Harassment Prevention
 - (2) Workplace Safety
 - (3) De-escalating Confrontations
 - (4) Officer Safety

- (5) Criminal Laws
- (6) Search and Seizure
- (7) Site Assessment
- (8) Report Writing

iv. Security services to be provided in accordance with all applicable federal, state and local law. Services to be performed in a timely manner in accordance with accepted industry standards applicable to the Security industry.

v. Locations Currently Serviced:

Currently, the following locations within the County are being serviced. The County reserves the right to add and remove locations throughout the County where security may be requested.

Unarmed Vehicular Patrol				
County Site	Hours *	Total Weekly Hours	Rate	Total Monthly
3160 & 3180 Center St NE Salem, OR 97301	Two 20 minute patrol stops between 8:00 pm to 5:30 am, 7 days per week	N/A	\$15.63 per patrol	\$950.00
1234 Commercial St SE Salem, OR 97302	Two 20 minute patrol stops between 8:00 pm to 5:30 am, 7 days per week	N/A	\$15.63 per patrol	\$950.00
2045 Silverton Rd NE Salem, OR 97301	Two 20 minute patrol stops between 8:00 pm to 5:30 am, 7 days per week	N/A	\$15.63 per patrol	\$950.00

Unarmed Walking Patrol				
Location	Hours*	Total Weekly Hours	Rate	Total Weekly
1118 Oak St SE Salem, OR 97301	Mon - Sun 12:00 am – 11:59 pm	168	\$30.00	\$5,040.00
976 N. Pacific Highway Woodburn, OR 97071	Mon – Fri; 07:45 am – 5:30 pm Sat – Sun; 12:45 pm – 5:30 pm	65.25	\$32.00	\$2,088.00
3876 Beverly Avenue NE Salem, OR 97305, Bldg. G	Mon – Fri; 7:00 am to 8:00 pm	65	\$30.00	\$1,950.00
3878 Beverly Avenue NE Salem, OR 97305, Bldg. H				
3867 Wolverine Street Salem, OR 97305, Bldg. F				

Unarmed Walking Patrol				
Location	Hours*	Total Weekly Hours	Rate	Total Weekly
2045 Silverton Road NE Salem, OR 97301	Mon; 5:00 am to 5:30 pm (to 7:30 as needed) Tue; 5:00 am to 7:30 pm Wed; 5:00 am to 5:30 pm (to 7:30 as needed) Thurs; 5:00 am to 7:30 Fri; 5:00 am to 5:30 pm Sat; 6:30 am to 1:30 pm	73.50	\$30.00	\$2,205.00

Alarm Response			
Location	Hours	Rate per Occurrence	Each additional 15 min
All County Sites	8:30 p.m. – 5:30 a.m.	\$50.00	\$15.00

*Flexibility of the time and number of site checks may be needed after review of activity around the location.

* All federally recognized holidays will be billed at 1.5 regular hourly rate.

* Hourly rate increases may be negotiated annually based on the Federal Social Security Administration Cost of Living Adjustment (COLA) and Consumer Price Index (CPI).

* Any emergency services provided with less than 72-hour notice will be billed at two times the regular hourly rate. *Example: On Monday, January 22 Silverton Rd requests 24/7 coverage beginning on Tuesday, January 23 and lasting through Friday, January 26. In this example, the request is with less than 72 hours notice, County would be billed two times the regular rate for non-contractual hours.*

Site Specific Points of Contact			
Location	Contact Name	Contact Phone	Contact email
3160 & 3180 Center St NE Salem, OR 97301	Rhett Martin	503-585-4978	WMartin@co.marion.or.us
1234 Commercial St SE Salem, OR 97302	Debbie Wells	503-566-2968 Cell/text 503-602-8521	DEWells@co.marion.or.us
1118 Oak St SE Salem, OR 97301	Debbie Wells	503-566-2968 Cell/text 503-602-8521	DEWells@co.marion.or.us
976 N. Pacific Highway Woodburn, OR 97071	Margarita Vazquez	503-981-2458 cell/text 503-779-8498	MAvazquez@co.marion.or.us

Site Specific Points of Contact			
Location	Contact Name	Contact Phone	Contact email
3876 Beverly Avenue NE Salem, OR 97305, Bldg. G	Lisa Trussell	503-763-5707 cell/text 503-569-8987	LTrussell@co.marion.or.us
3878 Beverly Avenue NE Salem, OR 97305, Bldg. H	Lisa Trussell	503-763-5707 cell/text 503-569-8987	LTrussell@co.marion.or.us
3867 Wolverine Street Salem, OR 97305, Bldg. F	Lisa Trussell	503-763-5707 cell/text 503-569-8987	LTrussell@co.marion.or.us
2045 Silverton Road NE Salem, OR 97301 Suite A (Alcohol & Addictions Treatment)	Camille Terhune	503-585-4943 cell/text 503-798-7767	CTerhune@co.marion.or.us
2045 Silverton Road NE Salem, OR 97301 Suite B (Mental Health Services)	Kathy Ahrendt	503-361-2629 cell/text 503-932-7290	KAhrendt@co.marion.or.us

C. **CONTRACT DOCUMENTS, ORDER OF PRECEDENCE.**

This Contract consists of the following documents, which are listed in descending order of precedence herein attached and incorporated.

- Exhibit A: Statement of Work
- Attachment 1: Addiction Treatment Services
- Attachment 2: Marion County Psychiatric Crisis Center Standard Operating Procedures for Security
- Attachment 3: Marion County Psychiatric Crisis Center Security Tour of Building
- Attachment 4: Criminal History Check Assurance
- Attachment 5: Confidentiality Statement
- Attachment 6: Health Insurance Portability and Accountability Act Business Associate Contract Provisions

D. **SPECIAL REQUIREMENTS.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade, or profession.

While performing the unarmed security and patrol services, if unarmed security officer encounters a situation that results in police interaction, Contractor shall contact one of the County contacts identified in SPECIAL REQUIREMENTS KEY PERSONS.

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

For Contractor:

Advanced Security Inc.
Attn: Brandon Boaden,
Salem and Portland Branch Manager
1255 Cross St. SE
Salem, OR 97302
Phone: 503-375-0533
bboaden.asi@gmail.com

For County:

Primary Contact: Camille Terhune
Cell: 503-798-7767
CTerhune@co.marion.or.us

Secondary Contact: Rhett Martin
Cell: 503-991-6280
WMartin@co.marion.or.us

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$1,800,000.00**.

- A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor monthly for the services as outlined in Section B. Required Services, Deliverables and Delivery Schedule above but not in excess of \$1,800,000.00 for completing all Services required under this Contract.
- B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.
- C. EXPENSE REIMBURSEMENT. No Expense Reimbursement - County will not reimburse Contractor for any expenses under this Contract.
- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required

services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

- E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Health and Human Services
Email: HealthAP@co.marion.or.us
3160 Center St NE
Salem , OR 97301

Attachment 1

Addiction Treatment Services:

Updated November 16, 2023

Reminder for all incoming Security:

- Please familiarize yourself with emergency exits, fire extinguishers and evacuation routes throughout the entire building including both Suite A and Suite B
- Addiction Treatment has additional Federal confidentiality requirements beyond HIPPA (42-CFR) - which is additional protection of substance use treatment records and confidentiality. Please make sure to be mindful of any and all conversations.

Morning opening shift security personnel:

- Wait to enter building and escort the arriving Marion County employees inside the building.
- Obtain the key card from the clipboard at front reception
- Complete a building walk-through, including lobby, lobby restrooms and checking for contraband or any suspicious activity.
- Perform initial perimeter walk checking for contraband or any suspicious activity.

Doors will be unlocked automatically at 5:30a.m. M-F and 7:00a.m. on Saturday

Work line dosing begins 5:30a.m. on M-F and 7:00a.m. on Saturday

Only those individuals who are here for “work line” dosing are to come in the building at this time. If you are unsure if the individual is to be inside, please contact front desk staff.

Regular dosing line begins 6:00a.m. on M-F and 7:15a.m. on Saturday

Make sure that the noise level is kept down in the lobby, including the use of profanity.

If children are present, please make sure they are accompanied by an adult at all times. If children are left unattended, please notify front desk staff.

Outside duties:

- Perimeter walks of Marion County occupied space every 30 minutes, and additionally as needed. Perimeter walks should include; checking on Marion County vehicles.
- If there are people loitering, (longer than 15 minutes) outside and are not waiting for transportation, a client receiving services or do not have an appointment; ask them to leave. If they do not leave after the first request, notify the front desk staff for further instruction.
- Assure all individuals smoking do so in designated area and are not on Marion County property. Please redirect individuals to the designated smoking area.
- Route medical transport taxis to designated areas or a parking space while dropping individuals off or picking individuals up. If a medical transport driver asks for a client by name, please ask the transport driver to park in the designated area and have them check in with front reception.
- Every 30 minutes, return to the interior of the building to perform an interior check.

Inside Duties:

- Interior check shall include; regularly checking in with front desk staff, check lobby restrooms, Group Room hallway, and Dispensary hallway.
- Ensure individuals who enter into the lobby area remove hats and sunglasses.
- Assist in keeping the noise level down in lobby area, and that profanity is not used.
- Ensure children are accompanied at all times by an adult and not left unattended. If children are left unattended, please notify front desk staff.

- If individuals are loitering (longer than 15 minutes) and are not waiting for transportation, an appointment, or for a client receiving services, please ask them to leave. If they do not leave after the first request, or need transportation assistance, notify the front desk staff for further instruction.

Breaks and Meal Break:

- Please notify front desk staff when leaving and returning from breaks (including meal break if applicable).
- Congregating with clients and the public is not permitted, including a tobacco break. Smoking is only permitted in the outside designated smoking area.
- Please be mindful not to take a break during heavy traffic times.
- Please consume food only during break(s), and away from the public. Security personnel have access to the Marion County employee break room during their schedule breaks.

End Of Shift:

- Do a final interior and external perimeter walk, and be observant to look for contraband.
- Document your daily activities, (as they occur) and any other pertinent information in your activity log book.
- Turn in key card to clipboard at 5:00 PM.
- Final external patrol and vehicle check is done after key card turned in.

Attachment 2
Marion County Psychiatric Crisis Center
Standard Operating Procedures for Security
Update 28 March 2023

Daily Procedures:

- Upon arrival check in with front desk staff regarding any current issues or concerns.
- Pick up key card at beginning of shift and return at end of shift.
- Confirm with front desk staff how they would like to communicate with security when intervention is needed. Example: safe word, phrase, or signal. Maintain eye contact with front desk staff if clients are escalating at the reception window.
- Every hour, conduct a perimeter security sweep and confirm exterior rear doors and doors from lobby to back of building are secure. Front entrance door to lobby always remains unlocked.
- Monitor the lobby for safety. Do not intervene between staff and clients unless it is a safety issue.
- Escort and monitor clients when using the restrooms.
- Coordinate breaks with front desk staff around clients in the lobby.
- Follow all safety requirements for medical facilities.

Lobby Procedures:

When no individuals being served are present:

- Present professionally at the security desk able to respond as needed
- Electronics are permitted. (If listening to music or watching videos be able to hear)

When individuals being served are present in the lobby:

- No electronics (including ear buds)
- Be alert
- Listen and be aware of body language/verbal engagement

When individuals being served are in Lobby Respite (sleeping in recliners):

- Lights will be dimmed and we request no talking to the individuals being served to provide a peaceful environment
- Electronics are permitted with a single earpiece for the ability to hear surroundings

Engaging with individuals being served:

- If you engage with individuals being served stay positive and on superficial topics
- Avoid emotionally charged topics such as politics
- Do not share personal information
- Do not give money, food, or cigarettes. When appropriate these items will be provided by PCC staff

Protocol for Agitated clients:

It is not unusual for PCC individuals being served to be loud or verbally belligerent when presenting in a crisis. PCC staff are adept at intervening and de-escalating clients. Due to the nature of individuals in crisis, a level of behavior is tolerated that other agencies do not. If the behavior of an individual being served moves from belligerent to violent or potentially violent:

Support to staff that are engaged with individuals being served:

- Be presents
- Position self to be able to respond quickly, but not in direct line of site, if the individual being served engages in violent behavior
- Remain calm

Response to physically aggressive individuals being served:

- While there is an exception to every rule, PCC's goal is to never go hands on with individuals being served
- Staff will communicate with a word or phrase when they are going to disengage with the individuals being served for safety reasons
- Encourage individual to leave the building
- If the individual being served refuses to leave and is aggressive, in conjunction with PCC staff, consider clearing the lobby for safety

Lobby clearing:

- Assist PCC staff in moving non-aggressive individuals being served to screening room.
- Close window blinds in screening rooms. Ensure individuals being served are monitored
Individuals being served cannot be in the back of the building unsupervised.
- Keep eyes on the aggressive individual
- Note points of exit
- Consult with PCC staff regarding need for contacting emergency services

Individual is requested to leave:

- When it has been determined by PCC staff that the individual needs to leave, they will let that individual know.
- If the individual refuses to leave, PCC staff will request security to intervene
- Security's use of force will be limited to presence, verbal statements and passive force
- If an individual escalates to a point they would do harm to self, others, or property, law enforcement will be called by security staff. Security may request assistance from PCC staff to call police if they are working to contain the situation.

- If law enforcement is contacted, PCC will request trespass and will press charges. Trespass will remain in effect for 24 hours.
- Security and PCC staff will keep a log of who is trespassed, to include date, time, and when they may return to PCC
- Security will be requested to intervene if an individual returns prior to the 24-hour trespass

Extreme Threats:

- In the event of an extreme emergency (i.e., bomb threat, firearm, fire, etc.), move all personnel to the conference area and close window blinds
- Nonaggressive individuals being served are to be moved to the conference room with staff
- Follow instructions of all emergency personnel
- There is an exit at the rear of the building if it is safe for them to leave the building
- In the case of evacuation, staff are to meet at the building escort to the Ram Restaurant parking lot (Corner of 12th and Oak).

County Commissioners

Colm Willis, Chair
Kevin Cameron
Danielle Bethell

**Chief Administrative Officer**

Jan Fritz

Administrator

Ryan Matthews

MARION COUNTY HEALTH AND HUMAN SERVICES

Marion County Psychiatric Crisis Center

As part of orientation, I _____, have completed a tour of the building which included specific plans and protocol in the event of a safety concern, emergency and/or disaster.

I have been oriented to the locations of all emergencies exits, fire suppression equipment and first aid kits.

On-site Security Staff Signature

Date

Staff Signature

Date

Attachment 4

Criminal History Check Assurance

Agency: Advanced Security, Inc.

As a duly authorized representative of the Agency named above, I assure that a Criminal History Records Check has been completed on all of Agency's employees, supervisors, acting in capacity supervisors, temporary staff and volunteers providing services under contract #HE-5793-23 with Marion County, on behalf of the Health & Human Services Department. This assurance is effective for the term of the contract.

Authorized Signature

Date

Typed Name and Title of Authorized Official



Attachment 5

Confidentiality Statement

For purposes of this document: "staff" means any person doing work for Marion County Health & Human Services, whether paid or unpaid; "individual" means a person who receives services or benefits from Marion County Health & Human Services; "confidentiality" means that property, data or information of an individual is not made available or disclosed to any person or other entity that should not have the information; "PHI" means protected health information.

Confidentiality is the preservation, in confidence, of an individual's information or potential individual's information, which may be received, created, used, maintained or disclosed in an individual-staff relationship. Marion County Health & Human Services is subject to state and federal laws regarding the confidentiality of an individual's information; Marion County Health & Human Services follows these laws and rules by policy.

All individual's treatment information records are confidential, including medical and mental health information, which is maintained on paper, or electronically through computerized data systems. This also includes but is not limited to information transmitted via a FAX machine, by telephone, or during any verbal conversations. Confidentiality can be violated by:

- Leaving an individual's files open on desks, on electronic storage media, or on a computer screen unattended or in view of visitors or other unauthorized persons;
- Sending or attaching confidential information using e-mail without indicating PHIMC in the subject line;
- Discussing confidential information in public places, such as: elevators; public hallways; restaurants; restrooms; on the bus; or at home;
- Casually discussing confidential information with unauthorized persons such as family members or friends;
- Tossing paperwork containing confidential information in a wastebasket or regular recycle bin without shredding;
- Using telephones in the community where others may easily overhear a conversation regarding an individual's information;
- Using or disclosing confidential information for personal gain, commercial gain or for malicious purposes;
- Sharing computer usernames and passwords with co-workers, volunteers, student interns, etc.;
- Disclosing an individual's information without confirming that a valid authorization to disclose is on file or that policy or law allows the disclosure.

Confidential information may be used and disclosed under certain circumstances, for example: Marion County Health & Human Services uses and discloses confidential information for treatment, payment and health care operations; for reporting abuse and/or neglect; for a medical emergency; if there is a clear danger or threat to health and safety to you or others; a court order release of the information. **Note: If you receive a subpoena for records or receive a telephone call from an attorney, consult with a supervisor.**

As staff of Marion County Health & Human Services, you are required to be knowledgeable of the privacy policies and procedures pertinent to state and federal laws and rules for the Service Area(s) in which you work. You are also responsible to be knowledgeable of changes and/or new privacy policies and procedures.

Under Oregon law, Marion County may be legally liable for your actions, which are within the course and scope of your duties as staff. However, it could be determined that improper use or disclosure of confidential information is outside the course and scope of your duties. As a result, the County could refuse to defend you in any legal action. In addition, any improper disclosure of confidential information may be cause for disciplinary action (subject to County policy), up to and including, termination of employment or separation of service.

My signature below certifies that I have read and fully understand the statements above. I further understand and agree that as staff of Marion County, I have a duty, and will abide by policies, procedures and laws governing the preservation of confidential information. I understand that it is my responsibility to ask a supervisor for clarification of the applicable policies, procedures and laws. When in doubt, I will not disclose any protected health information/confidential information without first consulting with a supervisor.

Staff Name (please print above)

Staff Signature

Date

Department Designee

Date

Rev.: 04/19

ATTACHMENT #6
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS
ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and **Advanced Security Inc.**, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

- a. BUSINESS ASSOCIATE shall mean **Advanced Security Inc.**
- b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
- c. COVERED ENTITY shall mean MARION COUNTY.
- d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
- e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- g. PROTECTED HEALTH INFORMATION shall have-the same meaning- as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification,

and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

- a. Statutory Duties.
 - (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
 - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation

Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401 (c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.

- a. Except as otherwise limited in this Contract, 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.
- b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
 - (1) The disclosure is Required by Law;
 - (2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

- (3) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (4) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

- f. **Right of Access to Information.** BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. **Access to Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. **False Claims, Fraud, Waste and Abuse.** BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:
 - (1) Office of Inspector General (OIG) <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>
 - (2) Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

- a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

10. Termination of Contract.

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
 - (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
 - (2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.
- b. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.
 - (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

11. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. Qualified Service Organization Contract Provisions.

- a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.
- b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.
- c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.
- d. CONTRACTOR Shall:
 - (1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
 - (2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.