

Contract Review Sheet

HE-5172-22 (1)Contract for Services #: HE-5172-22 Amendment #: 1Contact: Meuy Saechao/Alice Robinson Department: Health and Human ServicesPhone #: (503) 584-4897 Date Sent: Monday, October 2, 2023Title: Medical Temporary PersonnelContractor's Name: Gibraltar Medical Staffing LLCTerm - Date From: December 2, 2022 Expires: January 31, 2028Original Contract Amount: \$500,000.00 Previous Amendments Amount: _____Current Amendment: \$2,250,000.00 New Contract Total: \$2,750,000.00 Amd% 450% Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 50-0160 Health Provider Contracts**Description of Services or Grant Award**

Contractor will provide qualified medical personnel for Marion County Health and Human Services (MCHHS) to provide needed mental health counseling and medication management.

Amend One- Add funds of \$2,250,000.00. Total amount not to exceed \$2,750,000.00.

Desired BOC Session Date: 10/25/2023 BOC Planning Date: 10/12/2023Files submitted in CMS: 10/4/2023 Printed packet & copies due in Finance: 10/10/2023BOC Session Presenter(s) Phil Blea**FOR FINANCE USE**Date Finance Received: 10/2/2023 Date Legal Received: _____Comments: Y 7**REQUIRED APPROVALS**

DocuSigned by:

 E4582AE8CAA542C
 Finance - Contracts
 10/3/2023
 Date

DocuSigned by:

 58101FB4DB04400...
 Contract Specialist
 10/4/2023
 Date

DocuSigned by:

 D06FC6B04B9F483...
 Legal Counsel
 10/3/2023
 Date

DocuSigned by:

 DC16351248DE4EC...
 Chief Administrative Officer
 10/3/2023
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Oct 25, 2023

Department: Health & Human Services

Agenda Planning Date: Oct 10, 2023

Time required: 10

Audio/Visual aids

Contact: Meuy Saechao/Alice Robinson

Phone: 503-584-4897

Department Head Signature: Ryan Matthews

TITLE HE-5172-22 Gibraltar Medical Staffing LLC-Medical Temporary Personnel

Issue, Description & Background Contractor will provide qualified medical personnel for Marion County Health and Human Services (MCHHS) to provide needed mental health counseling and medication management. Amendment One: Add funds of \$2,250,000.00. Total amount not to exceed \$2,750,000.00.

Financial Impacts: The total amount not to exceed the contract amount \$2,750,000.00.

Impacts to Department & External Agencies Health & Human Services anticipates no financial impact to other departments.

Options for Consideration: 1. Approve 2. Deny approval 3. Take no action at this time.

Recommendation: Health and Human Services Department recommends approval of Amendment One.

List of attachments: HE-5172-22 Gibraltar Medical Staffing LLC

Presenter: Phil Blea

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Meuy Saechao; msaechao@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT HE-5172-22

Date: September 22, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Meuy Saechao/Alice Robinson

I. Subject: Amendment Exceeds 25%

DIPS CODE: Varies/ Account#: 525210

Budget Authority: Yes No

CIP: N/A

The Marion County Health and Human Services (MCHHS) is requesting approval to amend this contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules (MCPCR). The contract is with Gibraltar Medical Staffing LLC for medical temporary personnel with a value of \$500,000.00 and an additional \$2,250,000.00. contract total of \$2,750,000.00 upon approval.

A. BACKGROUND

Gibraltar Medical Staffing, LLC provides qualified medical personnel to MCHHS for provision of needed mental health counseling and medication management. The initial contract was executed for \$500,000.00. Due to staff turnover within the department, MCHHS is utilizing more than normal services. The department is averaging \$75,000.00 a week. MCHHS is requesting to add funds as described 50-0160 Health Provider Contracts to cover services through January 31, 2028.

B. CURRENT AMENDMENT PURPOSE

MCHHS is requesting amend this contract to add funds of \$2,250,000.00 for the purpose of continuing to pay the subcontractor until the end of the contract on January 31, 2028. Currently, within the Children's Behavioral Health and Adult Behavioral Health programs there are 17 vacancies for therapist. The department program has attempted to hire and will continue to hire therapists that provide services throughout the MCHHS. Gibraltar Medical Staffing, LLC provides telehealth services to supports the caseload size manageable to sustain our current workforce while we add new therapists. We will continue to look for therapists who can deliver services within our organization. As we add more therapist staff, there will be a titration of the utilization of telehealth therapists in each team. The programs are also utilizing master level therapists to build future therapy staff.

C. JUSTIFICATION


MCHHS is requesting approval to Amendment One of this contract as described in MCPCR 50-0160 Health Provider Contracts.

D. BUDGET IMPACTS

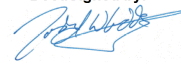
1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No
2. If yes, amount \$2,750,000.00 Program / Account Varies/ Account#: 525210
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
 - a. Amount: \$ _____
 - b. Managed with anticipated savings– explain why and from what costing:

 - c. Will require a supplemental budget request – provide the expected funding source and costing:
 - i. Funding Source: _____
 - ii. Costing: _____

Submitted by:

DocuSigned by:

 58191FB1DB94499...
 Meuy Saechao
 Health and Human Services

Reviewed by:


DocuSigned by:

 E4592AE8CAA542C...
 Contracts & Procurement

Acknowledged by:

DocuSigned by:

 7D28A787656E458...
 Ryan Matthews
 Department Head

Acknowledged by:

DocuSigned by:

 DC16351248DE4EC...
 Jan Fritz, CAO



Marion County
OREGON

**AMENDMENT 1 to HE-5172-22
the CONTRACT FOR SERVICES
between**

MARION COUNTY and GIBRALTAR MEDICAL STAFFING LLC

This Amendment No. 1 to the Contract for Services (as amended from time to time, the “Contract”), dated December 02, 2022, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Gibraltar Medical Staffing LLC, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

2. CONSIDERATION. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$2,750,000.00 ~~500,000.00~~.

**EXHIBIT A
STATEMENT OF WORK**

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 \$2,750,000.00 ~~500,000.00~~.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**


Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  DocuSigned by:
7D28A787656F458... _____ 10/3/2023
Ryan Matthews, Administrator _____ Date _____

Authorized Signature:  DocuSigned by:
DC16351248DE4EC... _____ 10/3/2023
Chief Administrative Officer _____ Date _____

Reviewed by Signature:  DocuSigned by:
D0CF5B04B9F483... _____ 10/3/2023
Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  DocuSigned by:
E4592AF8CAA542C... _____ 10/3/2023
Marion County Contracts & Procurement _____ Date _____

GIBRALTAR MEDICAL STAFFING LLC SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

**MARION COUNTY
CONTRACT FOR SERVICES
CMS# HE-5172-22**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Gibraltar Medical Staffing LLC, incorporated as an LLC in the state of Virginia and located in Murfreesboro, TN, hereinafter called Contractor. Gibraltar Medical Staffing LLC has been certified an 8(a) minority company and is also MBE minority certified.

This contract is entered into pursuant to MCPCR 50-0160 Health Provider Contracts.

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 effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on December 31, 2028. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2030.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$500,000. 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.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and the 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 the Contractor. Failure of the Contractor or the

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 27. 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 27.3 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 the 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, declaratory or injunctive relief. The 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 the 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 the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of the 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 the County in excess of authorized expenditures shall be deducted from future payments or refunded to the 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 the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

- A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the 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 the 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 the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the 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 the 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 the 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. The Contractor in its sole discretion may terminate this Contract for any reason on 30 days written notice to County.
- 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 the County, the 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 the Contractor due to a breach by the County, then the County shall pay the 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 the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the 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 the 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 the 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 the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the 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 the Contractor, the 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 the Contractor shall pay to the County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by the 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 the 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 the 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 the 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 the 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 number set forth below or to such other addresses or numbers 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:

Gibraltar Medical Staffing LLC
9808 E Gum Rd
Murfreesboro, TN 37127
Email: ihussain@gbpsych.com
Fax No. 202-315-2555

To County

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

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. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the 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 delivered 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 the 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.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK 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:**

Cole Hillis 3/15/2023
Chair Date

Ki Cameron 3.15.2023
Commissioner Date

David B... 3/15/2023
Commissioner Date

MARION COUNTY SIGNATURES:

Authorized Signature: *Ryan Matthews* 2/16/2023
7D28A787A55E458
Ryan Matthews, Administrator Date

Authorized Signature: *Phillip Blea* 2/16/2023
E70C22C3F2904EA
Phillip Blea, Division Director Date

Authorized Signature: *Jan Fritz* 2/21/2023
DG16351248DE4EC
Jan Fritz, Chief Administrative Officer Date

Reviewed by Signature: *Jane E Vetto* 2/20/2023
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Jane E Vetto, Marion County Legal Counsel Date

Reviewed by Signature: *Camber Schlag* 2/16/2023
C5B2E3DF25E444
Camber Schlag, Marion County Contracts & Procurement Date

GIBRALTAR MEDICAL STAFFING, LLC SIGNATURE:

Authorized Signature: *[Signature]* 3/15/2023
Date

Title: CEO

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. **GENERAL INFORMATION.** The objective of this contract for services is to find and retain qualified medical personnel for Marion County Health and Human Services (MCHHS) to provide needed mental health counseling and medication management. Contractor shall provide a licensed Psychiatrist or Psychiatrists or Advanced Practice Nurse Practitioner, herein referred to as Clinician, to provide needed mental health, intellectual disabilities, and substance abuse services to MCHHS.

B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

i. Contractor shall:

- a. Evaluate its temporary personnel who have passed Contractor's proficiency screening and refer qualified individuals for temporary assignments that have a minimum of one-year current experience documented and on file, and have two satisfactory references from previous employers as to their clinical competency and reliability at the County's request.
- b. Ensure assigned temporary personnel to work under this agreement possess a current and valid license/credentials and can present these to the County upon request.
- c. Perform verifications on its assigned temporary personnel that the individual has not been excluded from participation in Medicare/Medicaid programs.
- d. Ensure that assigned temporary personnel have a valid driver's license and carry automobile liability insurance as stated in No. 23 Insurance, A(iv) Automobile Liability Insurance.
- e. Ask County to assist in its performance evaluations of assigned temporary personnel on a periodic basis.
- f. Ensure assigned temporary personnel comply with; all provisions of the licensing law under which he/she is licensed, with applicable laws and regulations, with County's policies including those related to confidentiality.
- g. Communicate unplanned time off, including, but not limited to, sick days, emergencies, or unexpected closures secondary to weather, in a timely fashion. In the event of unplanned time off, clinician and County may reschedule additional clinical hours on a mutually agreed upon schedule. Coverage is to be provided by a member of County's clinical staff during any period of planned or unplanned time off. 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.
- h. Provides the County addendum with the details for each provider such as hourly and overtime rates. Prior to beginning services, the county must sign and approve the provider's addendum.

ii. County shall:

- a. Provide any necessary orientation to assigned temporary personnel.
- b. Manage assigned temporary personnel as set forth in County's policies and procedures and address any incident(s) consistent with the County's policies and procedures.
- c. Notify Contractor if County wishes to cancel already scheduled or assigned temporary personnel.
- d. Notify Contractor upon assigned temporary personnel "no show".
- e. Notify Contractor within 24 hours of any unsatisfactory temporary personnel's performance and document such in writing.
- f. Participate in Contractor's customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice or disciplinary action taken against any provider.
- g. Interview process may be conducted by the County on selection of Providers before start of work.
- h. Pay the specific fees for each provider as required on the applicable provider's addendum, which will be presented with each provider presented to you. Such fees are due and payable regardless of the number of cases or modalities performed by the provider. Additionally, the county agrees that:
 - (a) It is the County's responsibility to ensure all patient charts are completed by the provider prior to the provider's completion of service and;
 - (b) Failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.
- i. Authorize Time Sheets:
 - (a) County is responsible for verifying and approving Provider's timesheet.
 - (b) County must notify Contractor within three (3) business days of any discrepancy on Provider's timesheet.

C. SPECIAL REQUIREMENTS.

All clinicians prior to delivery of services on behalf of County must possess a current state medical license and DEA certification.

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.

D. SUBSEQUENT PLACEMENT, RECRUITMENT OR OTHER USAGE OF A PROVIDER.

Contractor's "contract-to-permanent" option allows County to work with a provider prior to entering a permanent commitment with them. Upon payment of the amount set forth below, County may enter

into a direct relationship with a provider who has worked with County or has been introduced or presented through the Contractor. The placement term is defined as starting from the day coverage begins at the County by the provider. The recruitment fee for a provider who directly contracts with you to provide locum tenens, 1099/contract coverage or Telepsychiatry coverage is **\$60,000** for the first four years of the placement term. It is reduced to **zero dollars** at the end of the four year period. The fee for a provider who relocates and becomes directly employed by you will be **\$25,000** for a placement term of four years. County agrees by signing below that both fees are reasonable in nature. Such fees become due when a provider referred for contract staffing does one of the following:

- i. Accepts a position with any facility, organization or group owned or operated by, or affiliated with County, whether or not in your actual community, within four years of the date the provider was introduced or presented, or if the provider worked, four years from the last day the provider performed services to you; or
- ii. Engages in any form of coverage for County or any of County's affiliates, except through Contractor, within four years of the date the provider was introduced or presented, or if the provider worked, four years from the first day the provider last provided services to County; or

The recruitment fee is due on the first day the provider performs any of the services listed above. Pending Contractor's receipt of the recruitment fee, paid in full, all contract staffing fees based on the rate structure presented with the provider will remain in full effect and due through the date on which the recruitment fee is paid in full. The contract staffing fees will NOT be credited against the separate recruitment fee. These policies will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Agreement and whether or not either party is in breach of any term of this Agreement.

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 \$500,000.00.

A. METHOD OF PAYMENT FOR SERVICES.

County shall pay Contractor in accordance with Contractor's Psychiatry Staffing Agreement Addendum upon requested and approved by the County.

- i. Psychiatrist (Medical Doctor): \$250/hr. - \$300/hr.
- ii. Psychiatric Nurse Practitioner: \$180/hr. - \$230/hr.
- iii. Psychologist (Doctorate level): \$175/hr. - \$225/hr.
- iv. Psychologist (Masters level): \$150/hr. - 200/hr.

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. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this contract, failure of the 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 the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.
- D. **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 Health and Human Services
Attn: Accounts Payable, HealthAP@co.marion.or.us
3180 Center St NE
Salem, OR 97301**