



Contract Review Sheet

Contract #: **HE-3896-20**

Person Sending: **Richard Wirfs**

Department: **Health**

Contact Phone #: **503-361-2792**

Date Sent:

☒ Contract ☐ Amendment# ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **Provide Medical Assessment and Supervision of MCHHS Individuals Receiving Mental Health Services**

Contractor's Name: **Kay Lynn Dieter, MD**

Term - Date From: **February 1, 2021**

Expires: **January 31, 2022**

Contract Total: **\$308,880.00**

Amendment Amount:

New Contract Total: **\$308,880.00**

Source Selection Method: No Quote (NTE \$5,000)

50-0160

Additional Considerations (check all that apply)

☐ Board Order #

☒ Feasibility Determination (attach approved form)

☐ Incoming Funds

☐ Federal Funds (attach sub-recipient / contractor analysis)

☐ Independent Contractor (LECS) approval date:

☐ Reinstatement (attach written justification)

☒ Insurance Waiver (attach)

☐ Retroactive (attach written justification)

Description of Services or Grant Award:

Dr. Dieter shall provide medical assessment and supervision of Marion County Health & Human Services Individuals receiving adult mental health services. Dr. Dieter shall provide these services up to 36 hours per week.

FOR FINANCE USE

Date Finance Received:

BOC Planning Date:

Date Legal Received:

Comments:

REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date

☐ To be filed

☐ Added to master list

☐ Returned to Department for signatures



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 20, 2021

Department: Health & Human Services Agenda Planning Date: January 14, 2021 Time required: 10 min

☐ Audio/Visual aids

Contact: Cydney Nestor, Division Director Phone: 503-585-4911

Department Head Signature:

TITLE

Kay Lynn Dieter, MD Contract for Services #HE-3896-20

Issue, Description & Background
Dr. Dieter shall provide medical assessment and supervision of Individuals receiving Adult Mental Health Services from Marion County Health & Human Services in accordance with their Individual Service and Support Plan (ISSP). These services are provided up to 36 hours per week at a rate of \$165/hour. Dr. Dieter has been providing medical assessment services to Marion County Health & Human Services department since December 2010.

Financial Impacts:
The Contract for Services is funded \$308,880.00 for a one year term; February 1, 2021 through January 31, 2022 with an option for a two year renewal through January 31, 2024.

Impacts to Department & External Agencies
Marion County Health & Human Services department does not anticipate any impact to other departments or agencies as a result of this Contract for Services.

Options for Consideration:
1. Approve the Contract for Services #HE-3896-20 with Dr. Kay Lynn Dieter.
2. Deny approval of the Contract for Services #HE-3896-20 with Dr. Kay Lynn Dieter.
3. Take no action at this time.

Recommendation:
Health & Human Services department recommends approval of the Contract for Services #HE-3896-20 with Dr. Kay Lynn Dieter.

List of attachments:
Contract for Services #HE-3896-20 with Dr. Kay Lynn Dieter.

Presenter:
Cydney Nestor, Division Director

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

Copies to: rwirfs@co.marion.or.us

**MARION COUNTY
CONTRACT FOR SERVICES
HE-3896-20**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Kay Lynn Dieter, MD, an independent medical professional, hereinafter called Contractor.

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 January 31, 2022. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond January 31, 2024.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$308,880.00. 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 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 27. C. (i) through (iv) of this Contract.

i. 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.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:

a. Termination of this Contract, in whole or in part;

- b. 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
- c. 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 local, 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 Work 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, 45 CFR 205.50, 42 CFR Part 2, and any other state and federal client record confidentiality law 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:

- i. Denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract;
- ii. Failure or refusal by Contractor to perform diligently his/her duties under this Contract, after opportunity to cure provided under 13C;
- iii. Unprofessional, unethical, or fraudulent conduct by Contractor or a finding by a professional society of such conduct;
- iv. Cancellation of Contractor's coverage or insurability under his/her professional liability insurance

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. 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.

C. **USE OF COUNTY EQUIPMENT.** County will provide Contractor with the space needed to provide services as well as computer, phone, county email on site identified in Exhibit ____ (the "Equipment"). Such Equipment will be used by Contractor solely in completing Work under this Contract and shall be returned to County immediately upon termination of this Contract.

At the County's discretion, equipment may be provided for Contractor to perform Work outside of County facilities for reasons such as telework. The provided equipment will only be used for County business while the Contractor is performing Work on behalf of the County.

At the County's discretion, if any items of equipment shall become lost, stolen, destroyed or damaged Contractor shall be responsible for the replacement cost of the equipment. This does not include equipment found to contain faulty workmanship or normal wear and tear.

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 thirty (30) days written notice from 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 Work 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:

Kay Lynn Dieter, MD
7222 Fieldview St NE
Keizer, OR 97303

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 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 etc. granted to 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.

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 SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  1/8/21
Ryan Mathews, Administrator Date

Authorized Signature:  1/8/21
Cydney Nestor, Division Director Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

KAY LYNN DIETER, MD SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. Contractor shall provide skilled medical assessment and supervision of County's consumers up to thirty-six (36) hours per week as specified in section 1.B. below.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor shall, upon request and approval of the County:

Provide skilled medical assessment and supervision of individual who use therapeutic medications as part of a treatment plan.

Review and approve the assessment and services and supports identified in the treatment plan for each individual receiving mental health services.

Assess the physical, emotional, and development status of individuals and their families.

Provide positive intervention to maintain, restore or improve health of the individual or their family, using principles of trauma-informed care and recovery.

Evaluate the results of treatment intervention based on feedback elicited from the consumer and/or family members, treatment team members, behavioral observations, or other providers.

Contribute to revisions of patient/client treatment plan on the basis of patient/client responses and/or new information regarding appropriate management of specific psychiatric issues.

Prescribe and dispense medication according to all rules governed by licensure Drug Enforcement Administration (DEA) and/or as supported by professional guidelines, professional publication or as meets the standard of care in the community.

Provide consultation and education to staff and other service providers, including primary care, in the areas of medication management and mental health intervention: provide general health education to consumers, staff and the community, including education on HIV infection/prevention.

Work with other health care team members in the promotion and provision of comprehensive health care.

Collaborate with nurses and physician in the development and continual re-evaluation of standing orders, including appropriate medications.

Provide documentation that meets Medicare, Medicaid, and other contracted insurance requirements in paper or electronic health record according to County policies and procedures.

Prepare and file as necessary all paperwork, service notes and other required documentation within five (5) business days of the service provision.

In the event of "no shows" or unexpected cancellations, provide other needed services and support as appropriate.

Meet County expectations regarding percentage of hours billed in relation to hours worked.

At County's discretion, Contractor shall perform these duties either remotely or on-site at County facilities.

C. **SPECIAL REQUIREMENTS.** In addition to Terms and Conditions listed herein, Contractor shall adhere to the Special Terms and conditions listed in Exhibit B, incorporated herein and by reference.

D. **CONTROL OF WORK/STANDARDS OF CONDUCT.** 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 Work in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession. Contractor will maintain respectfulness and professionalism in all interactions and communications with consumers, clients, patients, co-workers, other contractors, department heads, interns, and volunteers, and will not engage in any conduct that is a direct hindrance to the effective performance of County functions.

2. COMPENSATION/SCHEDULE. 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.D is \$308,880.00.

A. **METHOD OF PAYMENT FOR SERVICES.**

County shall pay Contractor \$165.00 per hour up to the total amount available under exhibit A, section 2.A for completing all Work required under this Contract.

B. **BASIS OF PAYMENT FOR SERVICES.**

County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Work, but only after County has determined that Contractor has completed, and County has accepted the completed Work.

C. **SCHEDULE CHANGES.** County and Contractor shall agree to Contractor's work schedule. Contractor shall contact County with requested schedule changes no later than thirty (30) days before the change will take effect. Outside of illness or unexpected emergency, time off will be scheduled 30 days in advance.

D. **EXPENSE REIMBURSEMENT.** County will not reimburse Contractor for any expenses under this Contract.

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

F. **INVOICES.** Contractor shall submit invoices by the 5th day of each month for Work completed for the prior month to County's designated contact listed below (may submit invoices electronically) or to any other address as County may indicate in writing to Contractor using the County approved invoice template. Barring unexpected circumstances beyond County's control, the County will process the invoice for an expected payment to Contractor within fifteen (15) days after invoice has been submitted.

Marion County
Attn: Health and Human Services, Eva McCammon
PO BOX 13309
Salem, OR 97309-1309

EXHIBIT B
SPECIAL TERMS AND CONDITIONS

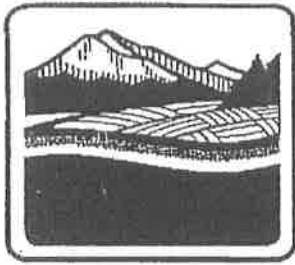
- A. **MEANINGFUL USE:** Contractor hereby assigns to County all rights to bill and receive payment from patients and third-party payors, including the Medicare and Medicaid Programs, for services rendered by Contractor hereunder and Contractor shall not bill any patient or third-party payor for such services. Contractor shall rapidly complete and sign necessary third-party payor forms to either obtain provider numbers and/or to assign benefits to County. Contractor acknowledges that the amount of fees charged to patients of County and the use of such funds shall be determined in the sole discretion of County. Contractor shall also become a participating provider in any/all plans, contracts, programs which County, in its sole discretion, shall deem appropriate for Contractor participation.

Contractor's assignment of payment to County includes Electronic Health Record (EHR) incentive payments, Contractor shall sign the County's Attestation and Meaningful Use Payment Assignment and Agreement form. Contractor shall comply with the requirements to be eligible to receive EHR incentive payments. The County will be responsible for the EHR and clinical environment to meet meaningful use requirements, which includes assuring adequate resources, training and technical support.

- B. **LICENSURE:** Contractor shall maintain at all times during the term of this agreement any license(s) required by law to perform services under this agreement. Contractor shall provide County with a copy of required license(s).
- C. **CREDENTIALING:** County will assure that verification of licensure is completed through the licensing body's website and/or by phone. If requested, Contractor will provide County with National Plan and Provider Enumeration System (NPPES) Identifier.
- D. **MEDICARE/MEDICAID:** Contractor shall notify the County immediately if they opt out of Medicare or Medicaid or any other insurance coverage during the term of their contract with the County.
- E. **CRIMINAL HISTORY CHECK.** County shall perform a criminal history check on Contractor used in any program receiving funding from the OHA, DHS or the Employment Division or is licensed by OHA or the Employment Division and shall not have unsupervised contact with clients prior to approval by the OHA or the Employment Division.
- F. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as ADDENDUM #1 to this contract and are incorporated herein.
- G. **FALSE CLAIMS, FRAUD, WASTE AND ABUSE.** Contractor shall cooperate with and participate in activities to implement and enforce the County's policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Contractor 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. Contractor 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. Contractor 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. Contractor is required to check the following databases for excluded individuals and entities:

Excluded Parties List System (EPLS) www.sam.gov

- H. All Attachments and Exhibits referenced below and within this agreement are hereto attached and incorporated into this agreement by this reference. Contractor is to complete and provide to County the following required forms:
- a. Certification by Independent Contractor
 - b. Attestation and Meaningful Use Payment Assignment and Agreement
 - c. Confidentiality Form
 - d. Workforce separation Form
 - e. Behavioral health Documentation Policy 500.16
 - f. Workers Compensation Exemption Certificate
 - g. NPPES
 - h. DEA Certificate
 - i. Copy of current license



Marion County

OREGON

ATTESTATION FOR PROVIDERS SEEKING AGENT STATUS

Contracted Medical Provider Attestation

To be completed by the Practitioner when requesting agent status

NAME: Kay L Dieter MD DATE: 12-29-20

Has your license, certification, or registration to practice your profession, Drug Enforcement Administration (DEA) registration, or narcotic registration/certificate in any jurisdiction ever been denied, limited, suspended, revoked, not renewed, voluntarily or involuntarily relinquished, or subject to stipulated or probationary conditions, or have you ever been fined or received a letter of reprimand or is any such action pending or under review? Yes ☒ No

If "Yes", please explain:

During the past five years, have any demands for money or suits been brought against you for your professional services? Are you aware of any incidents, which could become a claim or suit that has not been reported to your current insurance carrier?

Yes ☐ No ☒

If "yes", please attach information for each demand, suit or incident that includes the following and a recently valued loss summary from your professional liability carrier.

Date of Occurrence:

Claimant Name (or Claim #):

Amount Paid or Reserved:

Insurance Carrier:

Description of Treatment:

**Marion County Health Department Attestation and Meaningful Use Payment
Assignment and Agreement**

I understand that Marion County Health Department has implemented electronic health record (EHR) technology and this complies with the EHR incentive program know as "meaningful use," created by the American Recovery and Reinvestment Act.

I have received a copy of the Marion County Health Department Policy "Electronic Health Records Incentives: Reassigning Provider Payments". I have read and understand the provisions of that policy.

I agree to allow Marion County Health Department to attest on my behalf, using my National Provider Identification Number (NPI) that I implement and demonstrate "meaningful use" of certified EHR technology during my work for Marion County Health Department.

I understand that Marion County Health Department will receive financial incentives based on my agreement, which will prevent me from receiving the same "meaningful use" financial incentives in the future.

I agree I will not attest to "meaningful use" to receive incentive payments for myself or any other person or organization other than Marion County Health Department, so long as I am an employee or contractor of Marion County Health Department.

Kay L Dieter MD

Print Name of Provider

12-29-20

Signature/Date



Marion County Health Department
Administrator

1/8/21

Signature/Date



Confidentiality Statement

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

Confidentiality is the preservation, in confidence, of client information or potential client information, which may be received, created, used, maintained or disclosed in a client-staff relationship. The Marion County Health Department is subject to state and federal laws regarding the confidentiality of client information; the Department follows these laws and rules by policy.

All client 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 client 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;
- 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 client 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 client 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: the Department 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 Department, you are required to be knowledgeable of the Department 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 Department 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.

Kay L Dieter MD

Agent Name (Please Print)

Kay L Dieter MD

Agent Signature

12-29-20

Date

Rev.: 03/13

Department Designee

Date



Workforce Separation of Service Client Health Information Statement

Client health information is confidential and protected by Oregon and federal laws. The Marion County Health Department, as a health care provider, is required to follow Oregon and federal laws regarding the protected health information of clients. Client health information that the Marion County Health Department has created, used, disclosed or maintained in its official health care provider capacity is the property of the Marion County Health Department.

Therefore, in addition to signing the *Marion County Health Department Confidentiality Statement*, the workforce staff/agent agrees to the following Statement:

"I will return all client health information to the Marion County Health Department upon separation of service with the Marion County Health Department, on or before the day of separation of service. I know that client health information to be returned includes the following, but is not limited to the following: all paper and electronic original and copied documents; client names; client addresses, client phone numbers; client schedules; client photographs; client correspondence and notes; health care provider notes; health care provider chart and medical records.

I understand and agree that under Oregon and federal law, I am required to keep client health information confidential following my separation from employment or service with Marion County."

My signature below certifies that I have read and fully understand the statement above.

Kay L Dieter MD
Agent Name (please print)


Agent Signature

12-29-20
Date

Marion County Health Department

Subject:

Behavioral Health Documentation Policy

Prepared by:

Scott Richards

Approved by/Date

Roderick Calkins



PURPOSE: The purpose of documenting behavioral health services is to provide a written summary of the treatment modalities and interventions as described in the client's individual services and supports plan, to document a client's progress towards treatment and service goals and to provide written verification of services billed to third-party payers on behalf of a client.

POLICY: It is the policy of Marion County Health Department that Behavioral Health services will be documented by a qualified service provider for each service provided for or on behalf of a client. Documentation will also be provided any time a significant change occurs in a client's condition or any time significant client information is received that may impact treatment. Services that will be billed and/or reported as encounter data will reflect the Medicaid Rehabilitative Procedure Code or the Prevention, Education, & Outreach (PEO) Code definitions.

DOCUMENTATION STANDARDS:

1. Documentation for all clinical services/activities provided in a work week will be completed within five calendar days from the date of service.
2. Documentation will be accurate, complete and reflective of the Medicaid Rehabilitative Procedure Codes and PEO definitions applicable to each service area.
3. Style and composition of documentation will meet the requirements of current Oregon Administrative Rules, payor requirements and best practices relating to each service area.
4. Services will be provided and documented by direct services staff who meet the credentialing criteria specified by each Medicaid Rehabilitative definition.
5. Documentation will be legible and appropriate to applicable professional standards.
6. Documentation review will be included as part of each service area's utilization review process.
7. Each Behavioral Health service area will provide documentation training to direct service staff covering the policy, procedures, standards, acceptable practices, and service definitions.

Training will be the responsibility of the service area Clinical Supervisor. Training will be offered:

- a. Individually to a new staff person within 2 weeks of his/her hire date.
- b. To all service area staff whenever revisions or additions are made by the Office of Addictions and Mental Health, the Health Department, or the Mid-Valley Behavioral Care Network.

- c. After regularly scheduled utilization reviews for staff identified with deficiencies in documentation practices.

CHARTING PROCEDURE:

1. All formats used to document services will include the following information:
 - a. Staff ID - The ID number of the staff providing the service.
 - b. Subprogram - The subprogram (a 3-4 letter code) for the staff providing the service
 - c. Program - The program MHS is used for all Behavioral Health programs.
 - d. Client ID # - The unique client identification number assigned to the client upon enrollment.
 - e. Client Name - The client's first and last name as it appears in the electronic client information system.
 - f. Date - The date the service was delivered to the client.
 - g. Time - The time of day, using military time, that the service occurred.
 - h. Activity Code - The Health Department code used to identify the mental health rehabilitative or PEO service delivered.
 - i. Setting - The location where the service took place.
 - j. Duration - The amount of time, in minutes, it took to deliver the service.
2. The progress note section of service documentation will include:
 - a. The specific service provided.
 - b. The duration of the service provided.
 - c. The date on which the service was provided
 - d. The location of the service.
 - e. The signature and credentials of the person who provided the service.
 - f. Periodic reviews of progress toward intended outcomes, consistent with goals and timelines in the individual service/treatment plan.
 - g. Any significant events or changes in the individual's life circumstances, including mental status, treatment response and recovery status.
 - h. Any decisions to conclude or transfer service.
 - i. Unplanned services that deviate from the service plan shall be noted as such in the service note.
3. A Medication Administration Report (MAR) may be used by Behavioral Health Staff for documenting dispense of specified medications to clients. MARs documentation will be consistent with professional and community standards of care. Information will be added to a client's MAR at each medication dispense. MARs will be maintained in the clinical record or a Medication Book, consistent with applicable administrative rules, for residential programs.
4. Prescribers (LMPs and MDs) will submit dictation for each rehabilitative service or information needing to be added to the clinical record. The dictation will be transcribed using a medically approved format. The information contained in each Prescriber progress note will conform to standard medical practices.
5. An information-only progress note may be used to document information concerning a client that is important information to document but not a billable service. Information-only notes are not processed through Data Entry and are not entered into the electronic client information system. The notes will not generate billing or encounter data nor be included in data reports. Information-only progress notes are submitted directly for filing into the client's clinical record.

I have read and understand the above policy.

Kay L Dieter MD
Signature

12-29-20
Date

MARION COUNTY SERVICES CONTRACT WORKERS' COMPENSATION EXEMPTION CERTIFICATE

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box).

- ☒ **SOLE PROPRIETOR**
- Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor will not hire employees or subcontractors to perform this contract.
- ☐ **CORPORATION - FOR PROFIT**
- Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - Officers and directors will perform all work; Contractor will not hire other employees or subcontractors to perform this contract.
- ☐ **CORPORATION - NONPROFIT**
- Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all work is performed by volunteers, and
 - Contractor will not hire employees or subcontractors to perform this contract.
- ☐ **PARTNERSHIP**
- Contractor is a partnership, and
 - Contractor has no employees, and
 - All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**
- ☐ **LIMITED LIABILITY COMPANY**
- Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.
- ☐ **OTHER - NO SUBJECT WORKERS**
- Contractor employs no "subject workers" as that term is defined in ORS 656.027.

Kay L Dieter MD
Contractor Printed Name

Kay L Dieter MD
Contractor Signature

Medical Doctor
Contractor Title

12-29-20
Date Signed

***NOTE:** Under OAR 436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

Provider Invoice Form
 Psychiatric Services Provided to:
 Marion County Health Human Services

Provider name: _____
 Payment address: _____
 Telephone number: _____
 Tax ID: _____
 Invoice Number: _____

<i>Office use only</i>
Date received: _____
Date reviewed: _____
Approved by: _____

Program(s) - Select all that apply during the service dates you list below:

☐ Adult Behavioral Health
☐ EASA/CBH
☐ PCC

Date	Time in	Time out	Time in	Time out	# of individuals seen	# of no shows	# of Rxer-canceled intakes	Hours worked	Rate	Amount due
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
Totals					0	0	0	0		\$ -
Total amount due:										\$ -

I confirm that this invoice is true and accurate based on the services that I provided.


 Signature and credentials

 Date

Please submit this invoice via email to: Eva McCammon: EMcCammon@co.marion.or.us

**MARION COUNTY
FEASIBILITY DETERMINATION AND COST ANALYSIS FORM**

Directions: Marion County Public Contracting Rules Section 20-0110 instructs the department on how to use this Form. Departments shall complete this form prior to conducting a procurement for services (including anticipated amendments) exceeding \$250,000 to summarize its determinations and evaluation. ***Submit this form and any supporting documentation to finance contracts and procurement manager prior to releasing a solicitation under MCPCR Section 20 Public Procurements for Goods or Services.***

Date: 1/6/21	Department: Health and Human Services	Project Name/Location: MD Services; Kay L. Dieter
Type of Service (attach draft scope of work if necessary):		
Person Submitting Request: Ryan Matthews, Administrator		Telephone: 503-361-2670
Department Head (Designee) Signature: 		

Select options 1 or 2:

1. ☒ **Exempt Services.** Contracts with the following services are exempt from a Feasibility Determination:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Client Services | <input type="checkbox"/> Contract exemptions defined in ORS 279A.025 |
| <input type="checkbox"/> Personal Services | <input type="checkbox"/> Construction Services |

2. ☐ **Feasibility Determination.** Determine if one or more of the following special circumstances make the county's use of its own personnel and resources to provide the services not feasible:

- | | |
|--|---|
| <input type="checkbox"/> Lack Specialized Technical Expertise | <input type="checkbox"/> Conflict of Interest; Unbiased Review |
| <input type="checkbox"/> Grant or Other Funding | <input type="checkbox"/> Emergency Procurement |
| <input type="checkbox"/> State or Federal Law Requirements | <input type="checkbox"/> Delay |
| <input type="checkbox"/> Incidental Services for Real or Personal Property | <input type="checkbox"/> Services Completed within Six Months |
| <input type="checkbox"/> Other Special Circumstance | <input type="checkbox"/> None of the above (Proceed to 3. Cost Analysis) |

Indicate why one or more of the Special Circumstances apply:

**MARION COUNTY
FEASIBILITY DETERMINATION AND COST ANALYSIS FORM**

- 3. Cost Analysis.** When the services have been determined feasible to complete by the county's own personnel and resources, the department must determine the county's cost to perform the services:

County Estimate to Perform the Services:		County Estimate to Contract Out the Services:	
County Costs		Contractor Costs	
A. Salary or Wage & Benefit Costs (including all employees directly involved)	\$	A. Salary or Wage & Benefit Costs (including all employees directly involved)	\$
B. Material Costs	\$	B. Material Costs	\$
C. Related Costs	\$	C. Related Costs	\$
D. Other Information	\$	D. Other Information	\$
		E. Estimated Contractor profit	\$
TOTAL: (Costs the <u>County would incur</u> to perform the Services.)	\$	TOTAL: (Costs the <u>County would incur</u> to contract out the Services)	\$

Cost Analysis Decision:

- ☐ County estimated costs exceed Contractor costs sole reason is Salary/Wages; may not procure services.
☐ County estimated costs exceed Total Contractor Costs; may proceed with procurement.
☐ Request exemption based on lack of county personnel and resources provide explanation below:

Explanation of Exemption Request (*attach draft scope of work if necessary*):

Approval of Exemption or Feasibility Determination and Cost Analysis

Contracts Officer or Designee

Date

☐ *Approved*

☐ *Denied*

Contracts and Procurement Review

Date



AmWINS Insurance Brokerage of California, LLC
21550 Oxnard Street
Suite 1100
Woodland Hills, CA 91367

amwins.com

March 2, 2020

Natalie McEwen
Apex Insurance Agency, Inc
411 E. Third Avenue
Suite 300
Eugene, OR 97401

RE: Marion County

MEDICAL MALPRACTICE CONFIRMATION OF COVERAGE

Dear Natalie:

In accordance with your instructions to bind, please find the attached Binder for Marion County which confirms that coverage is bound for your client as follows:

DATE OF ISSUANCE:	3/2/2020						
INSURED:	Marion County						
MAILING ADDRESS:	325 13th Street Salem, OR 97309						
CARRIER:	Lexington Insurance Company (Non-Admitted in the State of OR, AM Best Rating: A XV, Outlook: Stable)						
POLICY NUMBER:	6796633						
POLICY PERIOD:	From 3/1/2020 to 3/1/2021 12:01 A.M. Standard Time at the Mailing Address shown above						
POLICY PREMIUM:	<table><tbody><tr><td>Premium</td><td>\$74,250.00</td></tr><tr><td>Surplus Lines Taxes and Fees</td><td>\$1,717.75</td></tr><tr><td>Total</td><td>\$75,967.75</td></tr></tbody></table>	Premium	\$74,250.00	Surplus Lines Taxes and Fees	\$1,717.75	Total	\$75,967.75
Premium	\$74,250.00						
Surplus Lines Taxes and Fees	\$1,717.75						
Total	\$75,967.75						
COMMISSION:	██████ of premium excluding fees and taxes						
ADDITIONAL TERMS AND CONDITIONS:	Please refer to binder						

SURPLUS LINES TAX SUMMARY

HOME STATE: Oregon

SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Oregon	Surplus Lines Tax	\$74,250.00	\$0.00	\$74,250.00	2.00%	\$1,485.00
	Fire Marshal Tax	\$74,250.00	\$0.00	\$74,250.00	0.30%	\$222.75
	Surplus Lines Service Charge - 6796633				Flat	\$10.00
	Total Surplus Lines Taxes and Fees					\$1,717.75

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

The attached Binder from the carrier sets forth the coverage as bound. Please review carefully with your client to ensure the bound coverage matches the terms and conditions of the bind order. It is your responsibility to ensure the bound terms and conditions are accurate and consistent with the agreed bind order terms.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier.

Thank you for your business. We truly appreciate it.

Sincerely,

Brian Frost

AmWINS Insurance Brokerage of California, LLC

SURPLUS LINES DISCLOSURE

Oregon

This insurance was procured and developed under the Oregon Surplus Lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this evidence of insurance.

Name of the Surplus Lines Licensee: _____ AmWINS Insurance Brokerage of California, LLC_____

**Risk Specialists Companies
Insurance Agency, Inc.**
d/b/a RSCIA in NH, UT & VT



<http://www.aig.com>
www.riskspecialistscompanies.com

BINDER OF INSURANCE

Date: March 2, 2020

AMWINS INSURANCE BROKERAGE OF CALIFORNIA, LLC
21550 OXNARD STREET
SUITE 1100
WOODLAND HILLS, CA 91367

RE: **MARION COUNTY**

☐ New Insurance, Submission #00021719697 or ☒ Renewal of Policy Number **6796633**

Policy Type: Healthcare Professional Policy

Dear Allison,

We are pleased to confirm the binding of coverage in accordance with this agreement. Please review for accuracy and contact us prior to the effective date of policy coverage if any inaccuracies are found. If we do not hear from you prior to the effective date of policy coverage, it will be understood that the binder has been accepted by you. This binder contains only a general description of coverage provided. For a detailed description of terms of a policy, you must refer to the policy itself. This Agreement, together with the Policy, represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. Accordingly, this Agreement and the Policy should be read together when making any accounting, tax or legal determinations relating to either this Agreement or the Policy.

POLICY INFORMATION

1. **POLICY NUMBER:** 6796633
2. **FIRST NAMED INSURED:** MARION COUNTY
3. **FIRST NAMED INSURED ADDRESS:** 555 COURT STREET, NE
SALEM, OR 97309
4. **POLICY PERIOD:** From: March 1, 2020 To: March 1, 2021
at 12:01 a.m. Standard Time at the mailing address shown above
5. **PRODUCT TYPE:**
If checked, the Basic Coverage Forms include:

Liability Coverage for:		Occurrence Form	Claims Made Form	Claims Made Retroactive Date
A:	Professional Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	05/04/2010
B:	General Liability	<input type="checkbox"/>	<input type="checkbox"/>	

6. **LIMIT(S) OF LIABILITY, DEDUCTIBLE/SELF INSURED RETENTION, PREMIUM:**

- (a) Healthcare Professional Liability
- | | |
|-----------------------|-------------|
| Aggregate Limit | \$4,000,000 |
| Each Medical Incident | \$2,000,000 |
| Deductible | \$10,000 |
| Deductible Aggregate | None |
- (b) Healthcare General Liability
- | | |
|-------------------------------------|-------------|
| Aggregate Limit | No Coverage |
| Products/Completed Operations Limit | No Coverage |
| Each Occurrence Limit | No Coverage |
| Personal/Advertising Injury Limit | No Coverage |
| Fire Damage Limit | No Coverage |
| Deductible | None |
| Deductible Aggregate | None |
- Premium * \$74,250.00
- Surcharges/Fees
- * Excludes surplus lines taxes and fees.

7. **APPLICABLE COVERAGE, FORMS AND ENDORSEMENTS:**

Issuing Company:
LEXINGTON INSURANCE COMPANY
99 High Street
Boston, MA 02110-2378

Form Description

- Declarations-Healthcare PL & GL, Form #113391 (01/13)

- Healthcare PL-CM Coverage Part, Form #113395 (01/13)
- Addendum to Declarations Signature Page, Form #109395 (04/16)
- Healthcare PL & GL - Policy Provisions & Condition, Form #113397 (08/13)
- Conditional Total Terrorism Exclusion, Form #117398 (02/14)
- Schedule of Physicians/Other Healthcare Providers, Form #MNSCPT (02/19)
- Penalties Amendatory Endorsement, Form #113927 (05/13)
- Schedule of Locations Endorsement, Form #113786 (03/13)
- Schedule of Excluded Services Endorsement, Form #113940 (05/13)
- Violation of Communication or Information Law Excl, Form #123161 (08/16)
- Policy Declarations Description of Ops Amendment, Form #MNSCPT (02/19)
- Sexual Misconduct Endorsement (CM PL) (Perp), Form #113956 (10/19)

Additional Information

8. SERVICES:

* **Claims Management Services provided by AIG Claims, Inc.**

Risk Management Services provided by Lexington Healthcare Risk Management - Lexington Healthcare Risk Management provides proactive and customized risk management services and educational resources and tools as a complimentary, value add feature to Lexington healthcare professional liability policies. If the policyholder would like additional information or would like to receive access to the above value add services please contact riskmanagement@aig.com and provide the name, policy number, facility name, phone and email address.

10. CONDITIONS:

SUBJECT TO INFORMATION REQUIRED:

- Current, audited financial statements.
- A signed and dated Policy Disclosure Statement under Terrorism Risk Insurance Act of 2002
- A completed copy of the "Broker Responsible for Surplus Lines Filings Agreement".

CONDITIONS OF BINDER

When signed by the Insurer, the coverage described above is in effect from 12:01 AM, March 1, 2020 to 12:01 AM, March 1, 2021. Unless otherwise indicated, this Binder may be cancelled by the Insured, or by the Broker on behalf of the Insured, by written notice to the Insurer or by the surrender of this binder stating when thereafter, such cancellation shall be effective. In addition, this Binder may be cancelled by the Insurer prior to the Effective Date in the same manner and upon the same terms and conditions applicable to cancellation of the policy form listed above. If cancellation of this Binder, by or on behalf of either the Insured or the Insurer, is effective after the Effective Date, the Insurer shall be entitled to the earned premium, on a pro-rata basis, for the covered period. Issuance by the Insurer and acceptance by or on behalf of the Insured of the policy shall render this Binder void.

Notwithstanding the payment of any premium or the issuance of any policy pursuant to this Binder, this Binder shall be considered to be a **TEMPORARY AND CONDITIONAL BINDER** and is conditioned upon the receipt, review and written underwriting approval of the additional information specified in the section above entitled Subject To Information Required. This Binder may be extended only in writing by the Insurer.

A condition precedent to coverage afforded by this binder is that no material change in the risk occurs and no submission is made to the Insurer of a claim or circumstances that might give rise to a claim between the date of this binder indicated above and the Effective Date.

SCHEDULE OF LOCATIONS

The Policy is amended as follows:

The insurance provided by Coverage Part(s):

- ☐ HEALTHCARE GENERAL LIABILITY COVERAGE PART
☒ HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART

shall be limited to the following location(s), unless otherwise provided for within the Policy:

ADDRESS

- 001 555 Court St NE
SALEM, OR 97309
- 002 3180 Center St NE
SALEM, OR 97309
- 003 3878 Beverly Ave NE
SALEM, OR 97309
- 004 3925 Fisher Rd
SALEM, OR 97309
- 005 2435 Greenway Dr NE
SALEM, OR 97309
- 006 1073 Oak St SE
SALEM, OR 97309
- 007 540 S Main St
MT ANGEL, OR 97362
- 008 2440 Greenway Dr NE
SALEM, OR 97309
- 009 976 N Pacific Hwy
WOODBURN, OR 97071
- 010 3867 Wolverine Dr
SALEM, OR 97309
- 011 2045 Silverton Rd
SALEM, OR 97309

**HEALTHCARE PROFESSIONAL LIABILITY
CLAIMS MADE COVERAGE PART**

THIS COVERAGE PART PROVIDES CLAIMS MADE COVERAGE ONLY. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE POLICY WITH YOUR INSURANCE REPRESENTATIVE.

I. INSURING AGREEMENT

A. HEALTHCARE PROFESSIONAL LIABILITY

We will pay those sums that the **Insured** becomes legally obligated to pay as damages because of a **medical incident** to which this insurance applies. The amount we will pay for damages is limited as described in Section IV. LIMITS OF INSURANCE.

This insurance applies to a **medical incident** only if:

1. The **medical incident** takes place in the **coverage territory**; and
2. The **medical incident** must first occur on or after the retroactive date shown on the Declarations and before the end of the **policy period**; and
3. The **claim** for damages because of a **medical incident** must be first made against the **Insured** during the **policy period** or the extended reporting period, if applicable.

B. BODILY INJURY TO PATIENTS

We will pay those sums that the **Insured** becomes legally obligated to pay as damages because of **bodily injury** to a **patient** and to which this insurance applies. The amount we will pay for damages is limited as described in Section IV. LIMITS OF INSURANCE. All **bodily injury** in any way sustained by a **patient** shall for the purposes of this Policy be deemed a **medical incident**.

This insurance applies to a **bodily injury** sustained by a **patient** only if:

1. The **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**; and
2. The **bodily injury** must first occur on or after the retroactive date shown on the Declarations and before the end of the **policy period**; and
3. The **claim** for damages because of **bodily injury** must be first made against the **Insured** during the **policy period** or the Extended Reporting Period, if applicable.

Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services, loss of consortium or death resulting at any time from the **bodily injury**.

II. WHO IS AN INSURED

The following are **Insureds** under this Coverage Part:

A. You.

B. If the **Named Insured** is an individual, then the individual and the individual's spouse are **Insureds**, but only with respect to the conduct of **your** business of which **you** are the sole owner.

C. If the **Named Insured** is a partnership or joint venture, then **your** members, **your** partners and their spouses are also **Insureds**, but only with respect to the conduct of **your** business.

- D.** If the **Named Insured** is a limited liability company, **your** members are also **Insureds**, but only with respect to the conduct of **your** business. **Your** managers are **Insureds**, but only with respect to their duties as **your** managers.
- E.** If the **Named Insured** is not a partnership, joint venture or limited liability company, then **your** **executive officers** and directors are **Insureds**, but only with respect to their duties as **your** officers or directors. **Your** stockholders are **Insureds**, but only with respect to their liability as stockholders.
- F.** **Your employees** are **Insureds**, but only for acts within the scope of their employment by **you**. However, none of the following individuals are **Insureds**:
- 1.** **Your executive officers** (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company), except to the extent provided in Paragraph E. above,
 - 2.** **Your** managers (if the **Named Insured** is a limited liability company), except to the extent provided in Paragraph D. above, or
 - 3.** Any physician, resident, intern, extern, fellow, podiatrist, dentist, nurse midwife, or certified registered nurse anesthetist.
- G.** Any of **your** authorized **volunteer workers**, but only while acting within the scope of their duties as such and at **your** direction. **Your** authorized **volunteer workers** do not include any physician, resident, intern, extern, fellow, podiatrist, dentist, nurse midwife or certified registered nurse anesthetist.
- H.** Any student enrolled in a training program sponsored by **you**, controlled by **you**, and in connection with **your professional services**, but only while acting within the scope of such training program and at **your** direction.
- I.** **Your** superintendents, administrators, directors, department heads and heads of the medical staff, but only with respect to their administrative duties performed for or on behalf of **you**.
- J.** Members of **your** boards and committees, but only for conduct arising out of their duties as board or committee members and those who execute orders from **your** boards or committees, but only while in the course and scope of executing those orders.
- K.** **Your** trustees and governors, but only with respect to their duties as **your** trustees or governors. No Trustee is an **Insured** with respect to any trust.

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

III. EXCLUSIONS

This insurance does not apply to:

A. Expected Or Intended Injury

Bodily injury expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

B. Contractual Liability

Any liability **you** assume under any contract or agreement. However, this exclusion does not apply to:

- 1.** Liability that **you** would have in the absence of a contract or agreement; or

2. Liability **you** assume in a written contract or written agreement between **you** and:

- a. A Health Maintenance Organization;
- b. A Preferred Provider Organization;
- c. An Independent Practice Association; or
- d. Any other similar organization;

but only for such liability arising out of a **medical incident** by the **Insured**.

C. Liquor Liability

Bodily injury for which an **Insured** may be held liable by reason of:

- 1. Causing or contributing to the intoxication of any person;
- 2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- 3. Any statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if **you** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

D. Workers' Compensation and Similar Laws

Any obligation an **Insured** has under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

E. Employer's Liability

1. **Bodily Injury** to an **employee** of the **Insured** arising out of and in the course of:

- a. Employment by the **Insured**; or
- b. Performing duties related to the conduct of the **Insured's** business; or
- c. Any occupational disease; or

2. Any **claim** or **suit** brought by a spouse, child, grandparent, parent, brother, or sister of that **employee** as a consequence of Paragraph 1. above.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

F. Pollution

- 1. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** anywhere at any time;

Paragraph 1. of this exclusion does not apply to **bodily injury** to a **patient** arising out of heat, smoke or fumes from a **hostile fire** under Paragraph B. BODILY INJURY TO PATIENTS of Section I. INSURING AGREEMENTS.

2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
3. Any loss, cost or expense arising out of any **claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **pollutants**.

G. Aircraft, Auto, or Watercraft

Bodily injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading or unloading.

This exclusion applies even if the **claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **occurrence** which caused the **bodily injury** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any **Insured**.

However, this exclusion shall not apply to **bodily injury** to **patients** caused by: (1) the loading or unloading of such **patients** or (2) the loading or unloading of property.

H. War

Any liability arising, directly or indirectly, out of:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

I. Damage to Property

Any damage to real or personal property and consequential loss resulting therefrom, including any loss or damage to **electronic data**.

J. Employment Related Practices

Any refusal to employ, termination of employment, discrimination, retaliation, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, wrongful reference or other similar actions, practices or policies related to employment.

This exclusion does not apply to services by any **Insured** as a member of **your** formal accreditation, standards review or similar professional board or committee, otherwise covered by this Policy.

K. Discrimination/Humiliation

1. Discrimination of any kind or description including, but not limited to, discrimination based upon race, color, creed, gender, religion, age, national origin, disability or sexual preference; or
2. Any **claims** involving humiliation or mental anguish, arising out of such discrimination;

whether or not for an alleged violation of any federal, state or local law, regulation or ordinance prohibiting such discrimination.

L. Sexual Misconduct

Any liability arising, directly or indirectly, out of **sexual misconduct** including, but not limited to, the following:

1. Actual or threatened **sexual misconduct** of any person, committed by or alleged against any person, including, but not limited to, any **Insured**, any employee of such **Insured**, a **leased worker**, **temporary worker** or **volunteer worker** of such **Insured**, a visitor, medical staff member or any other person;
2. Actual or threatened **sexual misconduct** of any person, committed by or alleged against any contractor under contract with **you** or with any contractor of any tier regardless of any duty to defend and/or indemnify such contractor contained in such contract and notwithstanding whether **you** would be liable in the absence of such contract; or
3. Any act or failure to act to suppress or prevent actual or threatened **sexual misconduct** of any person, by any person in Paragraph 1. or 2. above;

and regardless of the theory of liability or cause of action alleged in the **claim** or **suit** against any **Insured** including, but not limited to, vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities or failure to so report, negligent retention, negligent hiring, negligent credentialing, negligent placement, and/or negligent training.

M. Insured vs. Insured

Any **claims** made by one **Insured** against another **Insured**. This exclusion also applies to any derivative **claims** made by any person or organization on account of any **claim** brought by one **Insured** against another **Insured**.

This exclusion does not apply to:

1. Services by any person as a member of **your** formal accreditation, standards review or similar professional board or committee otherwise covered by this Coverage Part.
2. Any **Insured** while registered as a **patient**.

N. Asbestos

Any liability arising out of the manufacture, mining, use, sale, installation, removal, abatement, clean-up, distribution or exposure to asbestos, asbestos containing waste materials, asbestos waste, asbestos fibers, asbestos products and asbestos dust.

O. Nuclear Hazards

Any liability arising out of nuclear fission, nuclear fusion, radioactive waste or radioactive contamination.

This exclusion does not apply to **bodily injury** to a **patient** arising out of the practice of Nuclear Medicine or diagnostic radiology.

P. ERISA

Any **claim** arising out of the Employee Retirement Income Security Act (ERISA) of 1974 or amendments thereto, or any similar federal, state or local law.

Q. Other Coverage Parts

Any **claims** brought under any Coverage Part of this Policy other than this Healthcare Professional Liability Coverage Part.

R. Unfair Trade Practices

Any allegations of price fixing, unfair competition or trade practices; the inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship; or violations of any federal, state or local law (including but not limited to Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession.

However, this exclusion does not apply to any **Insured** involved in **your** formal accreditation, standards review or similar professional board or committee, unless a settlement or final judgment with respect to the allegations in the prior paragraph affirms a violation of any law. In such case, **we** shall not pay any damages, but will nevertheless pay **defense expenses** up to the final settlement or adjudication.

S. U.S. Department of Health & Human Services (HHS)

Any liability pertaining to Medicare or Medicaid fraud, any violation of the Health Insurance Portability and Accountability Act or any administrative, judicial or other hearing or **claim** against any **Insured** by the U.S. Department of Health & Human Services ("HHS"), any organization under contract with HHS, any other governmental entity, or any organization or person on behalf of any governmental entity.

This exclusion does not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act.

T. Penalties

Any fines, penalties, punitive, exemplary, multiplied damages or the multiple portion of multiple damages.

U. Prior Knowledge

Any **medical incident** or any **occurrence** of which:

1. **Your** risk manager, legal counsel, **executive officer** or anyone authorized to give or receive notice of a **claim** had knowledge prior to the inception date of the **policy period**. If this Policy is a renewal Policy with **us** the inception date is that of the earliest preceding Policy for which **we** have continuously provided the same coverage as provided by this Policy;
2. With respect to a newly acquired or formed organization or any person or entity added to this Policy, **your** risk manager, legal counsel, **executive officer** or anyone authorized to give or receive notice of a **claim** had knowledge prior to the effective date of such acquisition, formation or addition; or

3. Any person or organization has given notice of circumstances, **occurrence** or **medical incident** to any prior insurer.

V. Dispute of Fees

Any liability arising out of a dispute over fees, income or revenue.

W. Dishonest Practices

Dishonest, fraudulent, criminal or malicious acts, errors, or omissions; however, **we** will defend civil **claims** alleging such acts, errors or omissions until final adjudication.

X. Unauthorized Use or Unauthorized Access

Any liability arising out of: (1) any unauthorized use of or unauthorized access to any **computer system** which contains the **Insured's electronic data** or (2) the physical theft of a **computer system** which contains the **Insured's electronic data**.

However, this exclusion does not apply to the failure to protect the confidentiality of medical information arising out of the **Insured's** performance of **professional services** as described in Paragraph AA.1. of Section I. DEFINITIONS of the GENERAL POLICY PROVISIONS AND CONDITIONS.

IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 6(a) of the Declarations for Healthcare Professional Liability and the provisions below fix the most **we** will pay regardless of the number of:
1. **Insureds**;
 2. **Claims** made or **suits** brought; or
 3. Persons or organizations making **claims** or bringing **suits**.
- B. The Aggregate Limit is the most **we** will pay for the sum of all damages under Insuring Agreement A and Insuring Agreement B of this Coverage Part.
- C. Subject to B. above, the Each Medical Incident Limit is the most **we** will pay under this Coverage Part for damages arising out of one **medical incident** to any one **patient**.

Regardless of the number of claimants, the number of **Insureds** against whom such **claims** are made, or the number of applicable insuring agreements:

1. All **claims** arising from one **medical incident** or a series of related **medical incidents** to any one **patient** shall be treated as one **medical incident** and shall be deemed to have occurred at the time of the first **medical incident**, and
 2. All **claims** arising from a **medical incident(s)** to a woman and her unborn child or children during the course of a pregnancy including, but not limited to, pre-natal care, delivery and/or post-natal care will be deemed to be one **medical incident**.
- D. If the **policy period** is extended for an additional period of less than 12 months, the additional period will be deemed part of the **policy period** for purposes of determining the Limits of Insurance.

V. DEDUCTIBLE

- A. The Deductible shown in Item 6(a) of the Declarations applies to each **medical incident** in the same manner as set forth in Paragraph C. of Section IV. LIMITS OF INSURANCE. The Deductible applies to damages and/or **defense expenses** and is included within and reduces the applicable Limits of Insurance.
- B. The Aggregate Deductible shown in Item 6(a) of the Declarations is the maximum amount of damages and/or **defense expenses** for all Deductibles for which the **First Named Insured** shall be responsible under this Coverage Part.
- C. The Deductible shall be paid by the **First Named Insured** and the **First Named Insured** shall not purchase any insurance to cover this Deductible obligation. **We** may pay all or part of the Deductible and upon notification of such payment made, the **First Named Insured** shall promptly reimburse **us** for the Deductible amount.

VI. ADDITIONAL CONDITIONS APPLICABLE TO THIS COVERAGE PART

In addition to the GENERAL POLICY PROVISIONS AND CONDITIONS - Section III. CONDITIONS which apply to this Coverage Part, the following additional conditions shall apply to this Coverage Part:

A. Automatic Extended Reporting Period

1. If **we** cancel or non renew this Coverage Part for any reason, other than non-payment of premium, and if the Optional Extended Reporting Period Endorsement is not purchased, then **we** will provide an Automatic Extended Reporting Period commencing with the end of the **policy period** and ending sixty (60) days after the end of the **policy period**.
2. The Automatic Extended Reporting Period applies:
 - a. With respect to Healthcare Professional Liability, to a **medical incident** which first takes place on or after the retroactive date shown on the Declarations and before the end of the **policy period**, provided that a **claim** for damages because of such **medical incident** is first made against the **Insured** during the Automatic Extended Reporting Period, or
 - b. With respect to Bodily Injury to Patients, to **bodily injury** which must first occur on or after the retroactive date shown on the Declarations and before the end of the **policy period**, provided that a **claim** for damages because of such **bodily injury** is first made against the **Insured** during the Automatic Extended Reporting Period.
3. The Automatic Extended Reporting Period does not extend the **policy period**, change the scope of coverage provided, or increase or reinstate the Limits of Insurance. Any **claim** first made during the Automatic Extended Reporting Period shall be deemed to have been made on the last day of the **policy period**.
4. The Automatic Extended Reporting Period, however, will not apply to **claims** if other insurance purchased by any **Insured** provides coverage to such **Insured** or would have provided coverage to such **Insured**, but for the exhaustion of the Limits of Insurance under such other insurance.
5. **Our** offer of different terms, conditions or premium from the expiring policy or Coverage Part shall not be considered cancellation or non-renewal of this Coverage Part.

B. Optional Extended Reporting Period

1. If the **First Named Insured** or **we** cancel or do not renew this Coverage Part, the **First Named Insured** shall have the option to purchase an Optional Extended Reporting Period Endorsement. The additional premium for and the terms of the Optional Extended Reporting Period Endorsement shall be determined by **us** when the **First Named Insured** exercises this option. The **First Named Insured** can not purchase this Endorsement if **we** cancel for non-payment of premium.

2. The Optional Extended Reporting Period commences at the end of the **policy period** and ends after the period of time set forth in the Optional Extended Reporting Period Endorsement. The Optional Extended Reporting Period applies:
- a. With respect to Healthcare Professional Liability, to a **medical incident** which first takes place on or after the retroactive date shown on the Declarations and before the end of the **policy period**, provided that a **claim** for damages because of such **medical incident** is first made against the **Insured** during the Optional Extended Reporting Period, or
 - b. With respect to Bodily Injury to Patients, to **bodily injury** which must first occur on or after the retroactive date shown on the Declarations and before the end of the **policy period**, provided that a **claim** for damages because of such **bodily injury** is first made against the **Insured** during the Optional Extended Reporting Period.
3. The Optional Extended Reporting Period does not extend the **policy period**, change the scope of coverage provided, or increase or reinstate the Limits of Insurance. Any **claim** first made during the Optional Extended Reporting Period shall be deemed to have been made on the last day of the **policy period**.
4. To obtain an Optional Extended Reporting Period Endorsement, the **First Named Insured** must request it, in writing, within sixty (60) days after the end of the **policy period** and pay the premium due. The premium shall be fully earned upon the inception date of the Optional Extended Reporting Period and the Extended Reporting Period Endorsement cannot be canceled. If **we** do not receive the written request and payment within sixty (60) days after the **policy period** ends, the **First Named Insured** may not exercise this option at a later date.
5. The insurance provided under the Optional Extended Reporting Period Endorsement is excess over any other valid and collectible insurance, whether such other insurance applies on a primary, excess, contingent or any other basis.

C. Duties In The Event Of A Medical Incident, Claim Or Suit

1. If during the **policy period**, the **First Named Insured** shall become aware of any **medical incident** which may reasonably be expected to give rise to a **claim** being made against any **Insured**, the **First Named Insured** must notify **us** in writing as soon as practicable. To the extent possible, notice should include:
- a. How, when, and where the **medical incident** took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **medical incident**.

Any **claim** arising out of such **medical incident** which is subsequently made against any **Insured** and reported to **us**, shall be considered first made at the time such notice was given to **us**.

Receipt by **us** of an incident report, including but not limited to variance reports, will not be considered a **claim** to **us**.

Any observance or reporting to the **First Named Insured** by **us** of any physical condition or other circumstance as a result of inspections, audits, engineering, loss control or risk management services shall not be considered a **claim** to **us**.

2. If a **claim** or **suit** is brought against an **Insured** arising out of a **medical incident**, the **First Named Insured** and any other involved **Insured** must:

- SAMPLE
- a. Immediately record the specifics of the **claim** or **suit** and the date received; and
 - b. Provide **us** with written notice of the **claim** or **suit** as soon as practicable.
3. The **First Named Insured** and any other involved **Insured** must:
- a. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
 - b. Authorize **us** to obtain records and other information;
 - c. Cooperate with **us** in the investigation or settlement of the **claim** or defense against the **suit**; and
 - d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply.
4. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense without **our** consent.
5. Knowledge of a **medical incident, claim** or **suit** on the part of **your** risk manager, legal counsel, **executive officer** or anyone authorized to give or receive notice of a **claim** constitutes knowledge by the **First Named Insured**.

**HEALTHCARE PROFESSIONAL LIABILITY AND
HEALTHCARE GENERAL LIABILITY**

GENERAL POLICY PROVISIONS AND CONDITIONS

NOTICE: VARIOUS PROVISIONS IN THE GENERAL POLICY PROVISIONS AND CONDITIONS AND COVERAGE PARTS RESTRICT COVERAGE. THERE MAY BE BOTH OCCURRENCE COVERAGES AND CLAIMS MADE COVERAGES IN THIS POLICY.

PLEASE READ ALL GENERAL POLICY PROVISIONS AND CONDITIONS AND COVERAGE PARTS CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS AND WHAT IS NOT COVERED. A COMPLETE POLICY INCLUDES THE DECLARATIONS, GENERAL POLICY PROVISIONS AND CONDITIONS, THE APPLICABLE COVERAGE PART(S) AND ANY APPLICABLE ENDORSEMENTS.

Throughout this Policy the words **you** and **your** mean the **First Named Insured** and any other **Named Insured**. The words **we**, **us** and **our** mean the Company providing insurance under this Policy. Other words and phrases are defined in Section I. Definitions.

Unless otherwise stated, the provisions set forth herein apply to all Coverage Parts attached to and forming a part of this Policy.

I. DEFINITIONS

A. Advertisement means a notice that is broadcast or published to the general public or specific market segments about **your** goods, products or services for the purpose of attracting customers or supporters. For purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding websites, only that part of a website that is about **your** goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. Auto means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

C. Biomedical waste means any infectious waste or medical waste including, but not limited to, syringes, live vaccines, laboratory samples, body parts, bodily fluids and waste, sharps, cultures and lancets.

D. Bodily injury means bodily injury, sickness or disease sustained by any person, including death resulting from any of these at any time. **Bodily injury** does not include emotional distress or mental anguish unless due to bodily injury, sickness or disease.

E. Claim means a written demand against an **Insured** for monetary damages, including a **suit**.

F. Computer system means any computer hardware, including data storage or other peripheral devices; software or any components thereof that are under the ownership, operation or control of, or that are leased by any **Insured**.

G. Coverage territory means the United States of America, its territories and possessions, Puerto Rico or Canada, provided that, a **claim** is made and a **suit** is brought in the United States of America, its territories and possessions, Puerto Rico or Canada.

H. Defense expenses means:

1. All expenses incurred in the investigation or defense of any **claim** or **suit**.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. **We** are not obligated to apply for or furnish any such bond.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. **We** are not obligated to apply for or furnish any such bond.
4. All reasonable expenses incurred by the **Insured** at **our** request to assist **us** in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$500 a day because of time off from work.
5. All court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.
6. Pre-judgment interest awarded against the **Insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable Limit of Insurance, **we** will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
8. Premiums on appeal bonds required by law to appeal any **suit** **we** defend, but only for bond amounts within the applicable Limits of Insurance. **We** are not obligated to apply for or furnish any such bond.

Defense expenses do not include **your** or **our** general overhead or the salary or benefits of **your** or **our** employees or any third party administrator.

I. Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

J. Employee includes a **leased worker**. Employee does not include a **temporary worker** or independent contractor.

K. Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.

L. First Named Insured means the **Named Insured** shown in Item 1. of the Declarations.

M. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

N. Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or
2. **You** have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**, or the fulfilling of the terms of the contract or agreement by **you**.

O. Insured contract means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 6. does not include that part of any contract or agreement:

- a. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - i. Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - ii. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - c. Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in b. above and supervisory, inspection, architectural or engineering activities.
- P. Leased worker** means a person leased to **you** by a labor leasing firm, under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.

Q. Loading or unloading means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
2. While it is in or on an aircraft, watercraft or **auto**; or
3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or **auto**.

R. Medical Incident means any act, error or omission in the providing of or failure to provide **professional services**.

S. Mobile Equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises **you** own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraph 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- a. Equipment designed primarily for:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing; or
 - iii. Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

T. Named Insured means the **First Named Insured** and any other entity qualifying as a **Named Insured** by written endorsement attached to and made a part of this Policy.

U. Occurrence means:

1. As respects **bodily injury** and **property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. In the event of: (1) continuing or progressive injury over any length of time or (2) continuing or progressively deteriorating damage over any length of time, such injury or damage shall be deemed to be one **occurrence**, and shall be deemed to occur in its entirety only when such injury or damage first commences; or
2. As respects **personal and advertising injury**, an offense arising out of **your** business that causes **personal and advertising injury**. All damages that arise from the same, related or repeated injurious material or act shall be deemed to arise out of one **occurrence**, regardless of the frequency of repetition thereof, the number and kind of media used and the number of claimants.

V. Patient means a person seeking or receiving, either on an inpatient, outpatient or emergency basis, any form of medical, surgical, dental, nursing or other healthcare services.

W. Personal and advertising Injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in **your advertisement**; or
7. Infringing upon another's copyright, trade dress or slogan in **your advertisement**.

X. Policy period means the period of time commencing on the inception date shown on the Declarations and ending on the earlier of the expiration date or the effective date of cancellation.

Y. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, **biomedical waste** and materials to be recycled, reconditioned or reclaimed.

Z. Products-completed operations hazard:

1. Includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:

- a. Products that are still in **your** physical possession; or
- b. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - i. When all of the work called for in **your** contract has been completed.
 - ii. When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site.
 - iii. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. Does not include **bodily injury** or **property damage** arising out of:

- a. The transportation of property, unless the injury or **damage** arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**; or
- b. The existence of tools, uninstalled equipment or abandoned or unused materials.

AA. Professional Services means:

- 1. Medical, surgical, dental, nursing or other healthcare services including, but not limited to, the furnishing of food or beverages in connection with such services, the practice of nuclear medicine, the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances or the handling or treatment of deceased human bodies including, but not limited to, autopsies, organ donation or other procedures;
- 2. Services by any person as a member of **your** formal accreditation, standards review or similar professional board or committee; or
- 3. Supervising, teaching, proctoring others at **your** request.

BB. Property Damage means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

For purposes of this insurance, **electronic data** is not tangible property.

CC. Sexual misconduct means any sexual act (even if consensual) including, but not limited to, sexual intimacy, sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation, or other verbal, written or physical conduct of a sexual nature.

DD. Suit means a civil proceeding in which damages because of **bodily injury, property damage, personal and advertising injury** or a **medical incident** to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with **our** consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with **our** consent.

EE. Temporary worker means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

FF. Volunteer worker means a person who donates his or her work and acts at the direction of and within the scope of duties determined by **you**, and is not paid a fee, salary or other compensation by **you** or anyone else for their work performed for **you**.

GG. Your Product:

1. Means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - i. **You**;
 - ii. Others trading under **your** name; or
 - iii. A person or organization whose business or assets **you** have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - b. The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

HH. Your Work:

1. Means:
 - a. Work or operations performed by **you** or on **your** behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
 - b. Providing of or failure to provide warnings or instructions.

II. DEFENSE PROVISIONS

- A. **We** have the right and duty to defend the **Insured** against any **claim** or **suit** to which this insurance applies, whether such **claim** or **suit** is groundless, false or fraudulent. However, **we** will have no duty to defend the **Insured** against any **claim** or **suit** to which this insurance does not apply.
- B. When **we** defend any **claim** or **suit** to which this insurance applies, **we** have the right, at **our** sole discretion to: (1) investigate and defend such **claim** or **suit**, (2) appoint an attorney and (3) settle the **claim** or **suit**.
- C. With respect to the HEALTHCARE GENERAL LIABILITY COVERAGE PART and the HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART, **defense expenses** are in addition to the applicable Limits of Insurance of each Coverage Part and are the only amounts payable in addition to covered damages.
- D. With respect to the HEALTHCARE GENERAL LIABILITY COVERAGE PART only, if **we** defend an **Insured** against a **suit** and an indemnitee of the **Insured** is also named as a party to the **suit**, **we** will defend that indemnitee if all of the following conditions are met:
1. The **suit** against the indemnitee seeks damages for which the **Insured** has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
 2. This insurance applies to such liability assumed by the **Insured**;
 3. The obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by the **Insured** in the same **insured contract**;
 4. The allegations in the **suit** and the information **we** know about the **occurrence** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
 5. The indemnitee and the **Insured** ask **us** to conduct and control the defense of that indemnitee against such **suit** and agree that **we** can assign the same counsel to defend the **Insured** and the indemnitee; and
 6. The indemnitee:
 - a. Agrees in writing to:
 - i. Cooperate with **us** in the investigation, settlement or defense of the **suit**,
 - ii. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with **us** with respect to coordinating other applicable insurance available to the indemnitee; and
 - b. Provides **us** with written authorization to:
 - i. Obtain records and other information related to the **suit**; and
 - ii. Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorney's fees incurred by **us** in the defense of that indemnitee, necessary litigation expenses incurred by **us** and necessary litigation expenses incurred by

the indemnitee at **our** request will be paid as **defense expenses**. Notwithstanding the provisions of Section III.B.2. of the HEALTHCARE GENERAL LIABILITY COVERAGE PART, such payments will not be deemed to be damages for **bodily injury** and **property damage** and will not reduce the Limits of Insurance.

Our obligation to defend an **Insured's** indemnitee and to pay for attorney's fees and necessary litigation expenses as **defense expenses** ends when:

1. **We** have exhausted the applicable Limit of Insurance in the payment of judgments or settlements; or
 2. The conditions set forth above, or the terms of the agreement described in Paragraph 6. above, are no longer met.
- E. **Our** duty to defend any **claim** or **suit** ends, and **we** may withdraw from the defense of such **claim** or **suit**, after the applicable Limit of Insurance has been exhausted by the payment of judgments or settlements.

III. CONDITIONS

The following conditions apply to all coverage parts:

A. Bankruptcy

Bankruptcy or insolvency of the **Insured** will not relieve **us** of **our** obligations under this Policy. The **Insured** must immediately send **us** any petition, pleading or legal documents that could affect this insurance.

B. Cancellation

1. The **First Named Insured** may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this Policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver **our** notice to the **First Named Insured's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
5. If this Policy is canceled, **we** will send the **First Named Insured** any premium refund due. If **we** cancel, the refund will be pro rata. If the **First Named Insured** cancels, earned premium will be calculated in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium at Inception of the Policy shown in Item 7.(b) of the Declarations, which ever is greater. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Change In Control

1. If the **First Named Insured** consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

2. If any person or entity acquires an amount of the outstanding ownership interests representing more than 50% of the voting or designation power for the election of directors of the **First Named Insured**, or acquires the voting or designation rights of such an amount of ownership interests;

this Policy will continue in full force and effect as to: (i) **bodily injury** and/or **property damage** that occur prior to the effective date of such transaction, (ii) **personal and advertising injury** caused by an **occurrence** that takes place prior to the effective date of such transaction, and/or (iii) a **medical incident** that occurs prior to the effective date of such transaction. There will be no coverage afforded by this Policy for: (i) **bodily injury** and **property damage** that occurs on or after the effective date of such transaction, (ii) **personal and advertising injury** caused by an **occurrence** that takes place on or after the effective date of such transaction, and/or (iii) a **medical incident** that occurs on or after the effective date of such transaction.

D. Changes

This Policy contains all the agreements between **you** and **us** concerning the insurance afforded. The **First Named Insured** shown on the Declarations is authorized to make changes in the terms of this Policy with **our** consent. The policy terms can be amended or waived only by endorsement issued by **us** and made a part of this Policy.

E. Examination of Your Books and Records

We may examine and audit **your** books and records as they relate to this Policy at any time during this **policy period** and up to three years afterward.

F. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give the **First Named Insured** reports on the conditions **we** find; and
3. Recommend changes.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

We do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes, or standards.

This condition applies not only to **us**, but also to any rating, advisory, rate service or similar organization which make insurance inspections, surveys, reports, or recommendations.

G. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join **us** as a party or otherwise bring **us** into a **suit** asking for damages from an **Insured**; or
2. To sue **us** on this Policy, unless all its terms have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against an **Insured**; but **we** will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by **us**, the **Insured** and the claimant or the claimant's legal representative.

H. Mergers/Acquisitions

We will cover any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or a majority interest, only for sixty (60) days or for the remainder of the **policy period**, whichever is less, from the date that **you** acquire or form it (hereinafter the "initial period"). **You** are not covered for **bodily injury, property damage** or a **medical incident** that occurred before **you** acquired or formed the organization or **personal and advertising injury** arising out of an offense committed before **you** acquired or formed the organization. **You** shall notify **us** in writing within sixty (60) days after **you** newly acquire or form such organization. **We** reserve the right to charge an additional premium for this initial period.

For coverage to apply after the expiration of this initial period, **you** must provide an additional application and any information **we** require within the first sixty (60) days after **you** newly acquire or form such organization. **We** will review the application and reserve the right to amend the Policy and charge an additional premium from the date of the acquisition or formation of such organization. The additional premium must be paid when due in order for coverage to be extended for the newly acquired or formed organization.

I. Economic Sanctions

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent company or **our** ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

J. Other Insurance

This insurance is excess over all other insurance, whether provided on an excess, primary, contingent or any other basis, except if specifically written to be excess of this Policy.

K. Representations

By accepting this Policy, the **First Named Insured** agrees:

1. The statements in the Declarations and/or applications are accurate and complete;
2. Those statements are based upon representations **you** made to **us**; and
3. **We** have issued this Policy in reliance upon **your** representations.

L. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. As if each **Named Insured** were the only **Named Insured**; and
2. Separately to each **Insured** against whom a **claim** is made or **suit** is brought.

M. Special Rights And Duties Of The First Named Insured

The **First Named Insured** is the appointed and irrevocable agent for all **Insureds**, including:

1. Giving and receiving notice of cancellation;
2. Payment of premiums and receipt of return premiums;
3. Acceptance of any endorsements to this Policy;
4. Purchasing or deciding not to purchase the Optional Extended Reporting Period Endorsement, if applicable;
5. Making changes to this Policy or any coverage part in accordance with the Changes condition; and
6. Making representation in accordance with the Representations condition.

N. Subrogation

If the **Insured** has rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. The **Insured** must do nothing after loss to impair them. At **our** request, the **Insured** will bring **suit** or transfer those rights to **us** and help **us** enforce them.

O. Transfer of Your Rights and Duties

Your rights and duties under this Policy may not be transferred without **our** prior written consent.

P. Service Of Suit

In the event of **our** failure to pay any amount claimed to be due hereunder, **we**, at **your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such **suit** may be made upon Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts 02110-2378 or his or her representative, and that in any **suit** instituted against **us** upon this Policy, **we** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, **we** hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, **suit**, or proceeding instituted by **you** or on **your** behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Q. Arbitration

1. **Exclusive Remedy:** Notwithstanding the Paragraph P. Service of Suit above, in the event of disagreement as to the interpretation of this Policy, other than a disagreement as to extra-contractual obligations or excess of policy limit disputes, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) arbitrators consisting of two (2) party-nominated non-neutral arbitrators and a third neutral arbitrator (hereinafter, the "umpire") as the sole, exclusive and final remedy for the resolution of such dispute.

2. **Rules of the Arbitration:** With respect to procedural rules, the arbitrators shall be relieved of all judicial formality and shall follow the procedural rules applicable to the arbitration as set forth in the Commercial Arbitration Rules of the American Arbitration Association, including its Optional Rules for Emergency measures of protection (together, hereinafter, the "Rules") and judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction over the dispute.
3. **Selection of Panel:** The party initiating arbitration of a dispute (the "Initiating Party") shall send notice in writing of its submission of the dispute to arbitration to the other party (the "Respondent"), said notice including the name, address and occupation of the arbitrator appointed by the Initiating Party. The Respondent, within thirty (30) days after receipt of the notice from the Initiating Party, shall notify the Initiating Party in writing of the name, address and occupation of the arbitrator nominated by the Respondent. If the Respondent fails to notify the Initiating Party of its appointed arbitrator within said thirty (30) days, the Initiating Party shall nominate the Respondent's arbitrator. The two (2) arbitrators so selected shall, within thirty (30) days after the appointment of the second arbitrator, select an umpire.

If the arbitrators are unable to agree upon an umpire, then if a Judicial Arbitration and Mediation Services (hereinafter, "JAMS") umpire is available in the jurisdiction where the arbitration proceedings are to be held, such umpire shall be selected in accordance with Rule 15 (as may be amended from time to time) of the JAMS Comprehensive Arbitration Rules and Procedures for the selection of a sole arbitrator. However, if a JAMS umpire is not available in the jurisdiction where the arbitration proceedings are to be held, then such umpire shall be appointed in accordance with R-15 and R-18 of the American Arbitration Association Rules.

The arbitration hearings shall be completed within twelve (12) months after the selection of the umpire.

4. **Venue of the Arbitration:** The arbitration proceedings shall take place in Boston, Massachusetts.
5. **Communication with Arbitrators:** Unless otherwise agreed by the parties, the party appointed arbitrators may communicate with the party that appointed them throughout the selection process and during the entire pendency of the arbitration proceedings.
6. **Finality and Timing of Award:** The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and/or gross misconduct by any of the arbitrators and/or umpire. The award shall be issued within thirty (30) days after the close of the hearings. The arbitrators are not empowered to award punitive or exemplary damages and the parties waive any right to recover any such damages.
7. **Expenses of Arbitration:** Each party shall bear the expenses of its appointed arbitrator and shall jointly and equally share with the other the expense of the umpire and the arbitration.
8. **Confidentiality:** The parties shall maintain the confidential nature of the arbitration proceedings and the award, including the hearing(s), except as may be necessary: (1) to prepare for or conduct the arbitration hearing on the merits, (2) in connection with a court application for a preliminary remedy, (3) in connection with a judicial challenge to an award or its enforcement, (4) in connection with a judicial proceeding to enforce an award or (5) unless otherwise required by law or judicial decision.
9. **Severability:** If any provision or provisions of this arbitration clause shall be held to be invalid, unenforceable or in conflict with the law of any jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

**TERRORISM EXCLUSION - CERTIFIED AND NON-CERTIFIED ACTS
(WITH CONDITIONAL REPLACEMENT BY A MORE RESTRICTIVE EXCLUSION)**

- A. This insurance does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of an "act of terrorism", which is defined in the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (collectively, "TRIA") as follows:

(1) ACT OF TERRORISM. -

(A) CERTIFICATION. - The term "act of terrorism" means any act that is certified by the Secretary [of the Treasury], in concurrence with the Secretary of State, and the Attorney General of the United States -

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to -

(I) human life;

(II) property; or

(III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of -

(I) an air carrier or vessel [described in TRIA]; or

(II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

(B) LIMITATION. - No act shall be certified by the Secretary as an act of terrorism if -

(i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or

(ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

(C) DETERMINATIONS FINAL. - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

(D) NONDELEGATION. - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

This insurance also does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of a "non-certified act of terrorism", which means any act that is not an "act of terrorism", as defined above, that

- (1) involves the use of force or violence against person or property;
- (2) is dangerous to human life or property; or
- (3) interferes with or disrupts an electronic or communication system; and
- (4) is undertaken by any group or person, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:
 - (A) a government;
 - (B) the civilian population of a country, state or community; or
 - (C) to disrupt the economy of a country, state or community.

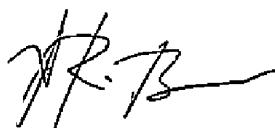
- B. TRIA is scheduled to terminate on December 31, 2014. In the event "TRIA" is not reauthorized during the policy period, then the exclusion provided under Section A. above is deleted in its entirety and replaced with the following exclusion as of December 31, 2014:

This insurance also does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of "terrorism" regardless of any other cause or event contributing concurrently or in any sequence to the loss. "Terrorism" means any act that:

- (1) involves the use of force or violence against person or property;
- (2) is dangerous to human life or property; or
- (3) interferes with or disrupts an electronic or communication system; and
- (4) is undertaken by any group or person, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:
 - (A) a government;
 - (B) the civilian population of a country, state or community; or
 - (C) to disrupt the economy of a country, state or community.

- C. In the event, TRIA is reauthorized, but is amended as a part of its reauthorization, we reserve the right to modify the policy, as of the effective date of such amendment to TRIA, with the sole purpose of revising the policy to be consistent with the provisions of the amended statute reauthorizing TRIA.

All other terms and conditions of the policy are the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

**SCHEDULE OF PHYSICIANS AND/OR OTHER HEALTHCARE PROVIDERS TERMINATED WITH
CONTINUED REPORTING ENDORSEMENT**

This endorsement modifies insurance provided by the Policy:

- I. Subparagraph F.3. of Section II. WHO IS AN INSURED of the HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART does not apply to the following named: physician(s), resident(s), intern(s), extern(s), fellow(s), podiatrist(s), dentist(s), nurse midwife(ves), or certified registered nurse anesthetist(s) (hereinafter referred to as a **healthcare provider(s)**) while acting within the scope of their employment with **you**.
- II. Subparagraph L. is added to Section II. WHO IS AN INSURED of the HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART.
 - L. A **healthcare provider** under a written contract or written agreement with **you**, but only while performing duties for **you** within the scope of such written contract or written agreement.

If a Termination Date is shown corresponding to any **healthcare provider** in the Schedule below, then coverage for such **healthcare provider** will only apply to **claims** or **suits** arising out of **medical incidents** that take place on or after the corresponding retroactive date for such **healthcare provider** and prior to the Termination Date shown in the Schedule below. Notwithstanding the foregoing, coverage is only provided to such **healthcare providers** in accordance with the terms and conditions of this Policy.

Under Section I. and II. above, coverage is provided only for the following **healthcare providers** shown in the Schedule below and only to the extent coverage is provided in such Schedule:

ENDORSEMENT NO. (Continued)

SCHEDULE

<u>HEALTHCARE PROVIDER</u>	<u>SPECIALTY</u>	<u>RETROACTIVE DATE</u>	<u>TERMINATION DATE</u>
Lori Linton-Nelson, RN	Nurse Practitioner	05/04/2010	
Ursula White, NP	Psychiatry	11/16/2010	
Kay Lynn Dieter, MD	Psychiatry	12/01/2010	
Michael Robert Wolf MD	Psychiatry	01/01/2011	
Sohyon Rahe RN	Nurse Practitioner	05/04/2010	
Michael Sholar RN	Nurse Practitioner	05/04/2010	
Nathaniel Kravitz RN	Nurse Practitioner	07/16/2010	
Jeffrey Luty MD	Family Practice	07/16/2010	
James Frederick Miller MD	Psychiatry	07/05/2010	
Thomas Wilson	Physician	02/01/2019	
Lauren Mcnaughton	Physician	02/01/2019	
Steven Tackett-Nelson MD		05/04/2010	04/18/2013
Warren Griffin MD		05/04/2010	07/01/2011
Elizabeth G. Griffin RN		05/04/2010	07/01/2011
Emilie Kim MD		05/04/2010	03/24/2011
Bradford Ashley MD		05/04/2010	02/28/2011
George G. Suckow MD		05/04/2010	11/22/2011
Manya Helman MD		05/04/2010	02/09/2015
Timothy Perez RN		05/04/2010	02/13/2017
Larry Eckman RN		05/04/2010	02/13/2017
Gilberto de Jesus-Rentas MD		05/04/2010	05/14/2018
Kristen Teixeira		10/22/2018	03/04/2019

All other terms and conditions of the policy remain the same.

Authorized Representative

All other terms and conditions of the policy remain the same.

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

PENALTIES AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

Any exclusion in this policy excluding coverage for penalties is deleted in its entirety and replaced with the following.

Penalties

Any fines or penalties

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

SCHEDULE OF LOCATIONS ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The insurance provided by Coverage Part(s):

☐ HEALTHCARE GENERAL LIABILITY COVERAGE PART

☐ HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART

shall be limited to the following location(s):

ADDRESS

3180 Center St NE Salem OR 97309
3878 Beverly Ave NE Salem OR 97309
3925 Fisher Rd Salem OR 97309
2435 Greenway Dr NE Salem, OR 97309
1073 Oak St SE Salem, OR 97309
540 S Main St MT Angel, OR 97362
2440 Greenway Dr NE Salem, OR 97309
976 N Pacific Hwy Woodburn, OR 97071
3867 Wolverine Dr Salem, OR 97309
2045 Silverton Rd Salem, OR 97309

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

SCHEDULE OF EXCLUDED SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART

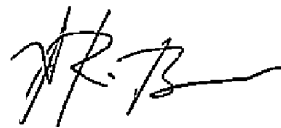
The following is added to Section III. EXCLUSIONS:

This insurance does not apply to any **claims** or **suits** arising out of services provided by the **Insured** that are shown below in the EXCLUDED SERVICES SCHEDULE:

EXCLUDED SERVICES SCHEDULE

Any healthcare services rendered at any
correctional facility.

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

**VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

The following exclusion is added to the policy, and supersedes any similar exclusion included in the policy or by endorsement:

Violation Of Statutes In Connection With Sending, Transmitting Or Communicating Any Material Or Information

This insurance does not apply to any loss, injury, damage, claim, "suit", cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, which addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information, by any means whatsoever.

If the policy to which this endorsement is attached uses boldface terms for defined terms, then the quotation marks above shall be treated as if such terms were contained within boldface terms.

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

POLICY DECLARATIONS DESCRIPTION OF OPERATIONS AMENDMENT

This endorsement modifies insurance provided under the following:


DECLARATIONS

Item 5. of the Declarations is deleted in its entirety and replaced with the following:

Item 5.DESCRPTION OF OPERATIONS:

Outpatient Community Health Care Clinic, Outpatient Mental Health/Substance Abuse
Counseling and Crisis Management

All other terms and conditions of the policy remain the same.



**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

**AMENDMENT FROM SEXUAL MISCONDUCT EXCLUSION TO ABUSE EXCLUSION
PROVIDING LIMITED COVERAGE ENDORSEMENT
(CLAIMS-MADE FORM)**

This endorsement modifies insurance provided under the following:

HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Each Perpetrator Limit of Insurance:	\$ 1,000,000
Aggregate Abuse Limit of Insurance:	\$ 3,000,000
Each Perpetrator Deductible:	\$ 10,000
Retroactive Date:	05/04/2010

(1) The Each Perpetrator Limit of Insurance is included within and reduces the Each Medical Incident Limit of the Policy, and (2) the Aggregate Abuse Limit of Insurance is included within and reduces the Aggregate Limit shown in Item 6(a) of the Declarations for Healthcare Professional Liability.

Paragraph **L. Sexual Misconduct** of Section **III. EXCLUSIONS** is deleted in its entirety and replaced with the following:

L. Abuse

Any liability arising, directly or indirectly, out of **abuse** including, but not limited to, the following:

1. Actual or threatened **abuse** of any person, committed or allegedly committed by any person; or
2. Any actual or alleged act or failure to act to identify, suppress or prevent the actual or threatened **abuse** of any person, by any person;

This exclusion applies regardless of the theory of liability or cause of action alleged in the **claim** or **suit** against any **Insured** including, but not limited to, allegations of vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent monitoring, negligent reporting to the proper authorities or failure to so report, negligent retention, negligent hiring, negligent credentialing, negligent placement, and/or negligent training.

However, this exclusion does not apply to:

1. Any specific individual **Insured** who allegedly committed such **abuse** (hereinafter, the **perpetrator**), unless it is determined by judicial determination that the **perpetrator** committed the **abuse**. If it is determined by a judicial determination that the **perpetrator** committed the **abuse**, **we** will not pay any damages with respect to such **perpetrator**, nor will **we** defend or pay any **defense expenses** after such judicial determination.

2. **You** and any other **Insured**, unless **you** or that **Insured**:

- a. knew or should have known about the **abuse** allegedly committed by the **perpetrator**, but failed to prevent or stop it; or
- b. knew or should have known that the **perpetrator** had a prior history of **abuse** ;

but, **we** shall only provide coverage under Subparagraphs 1. and 2. above, if all of the following conditions are met:

1. The **occurrence** takes place in the **coverage territory**;
2. The **occurrence** must first occur on or after the Retroactive Date shown on the Schedule of the *Amendment from Sexual Misconduct Exclusion to Abuse Exclusion Providing Limited Coverage Endorsement* (hereinafter, this endorsement) and before the end of the **policy period**; and
3. The **claim** for damages because of an **occurrence** must be first made against the **Insured** during the **policy period**.

Notwithstanding the definition of **occurrence** in the GENERAL POLICY PROVISIONS AND CONDITIONS in Section I. DEFINITIONS, as used in this endorsement only, **occurrence** means an act(s) of **abuse** against a **victim(s)** committed by one **perpetrator**.

Regardless of the number of act(s) of **abuse**, number of **victims** or length of time over which such acts of **abuse** occur, all act(s) of **abuse** committed by one **perpetrator** shall be deemed to have occurred in their entirety when the first act of **abuse** is committed by the **perpetrator**.

Limits of Insurance:

1. The provisions below fix the most **we** will pay regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought;
 - c. Persons or organizations making **claims** or bringing **suits**, or
 - d. **Victims** of **abuse**.
2. Subject to the Aggregate Limit shown in Item 6(a) of the Declarations for Healthcare Professional Liability, the Aggregate Abuse Limit of Insurance shown in the Schedule of this endorsement is the most **we** will pay for the sum of all damages (and/or **defense expenses**, if **defense expenses** are included within the Limits of Insurance of this Policy) for **abuse**.
3. Subject to the Aggregate Abuse Limit of Insurance shown in the Schedule of this endorsement and the Each Medical Incident Limit shown in Item 6(a) of the Declarations, whichever amount remaining is less, the Each Perpetrator Limit of Insurance shown in the Schedule of this endorsement is the most **we** will pay for all damages (and/or **defense expenses**, if **defense expenses** are included within the Limits of Insurance of this Policy) for all acts of **abuse** committed by one **perpetrator**.

Deductible or Self Insured Retention:

1. Deductible (if an Each Perpetrator Deductible is shown in the Schedule of this endorsement)
 - a. The Each Perpetrator Deductible applies to each **perpetrator** in the same manner as set forth in Subparagraph 3. above. The Deductible applies to damages and/or **defense expenses** and is included within and reduces the applicable Limit of Insurance.

- SPECIMEN
- a. The Deductible shall be paid by the **First Named Insured** and the **First Named Insured** shall not purchase any insurance to cover this Deductible obligation. **We** may pay all or part of the Deductible and upon notification of such payment made, the **First Named Insured** shall promptly reimburse **us** for the Deductible amount.
 - 1. Self Insured Retention (if an Each Perpetrator Self Insured Retention is shown in the Schedule of this endorsement)
 - a. The Each Perpetrator Self Insured Retention applies to each **perpetrator** in the same manner as set forth in Subparagraph **3.** above. The Limits of Insurance apply in excess of the Self Insured Retention.
 - b. All of the provisions of the Self Insured Retention Endorsement attached to and forming a part of this Policy apply to this endorsement, except Sections I., II. and VI.

The following definitions are added to Section I. DEFINITIONS of the GENERAL POLICY PROVISIONS AND CONDITIONS:

- 1. **Abuse** means: any physical abuse, mistreatment or misconduct; any mental or psychological abuse, mistreatment or misconduct; physical assault; or **sexual misconduct**.
- 2. **Victim** means a **patient** who is the subject of an act(s) of **abuse**.

All other terms and conditions of the policy remain the same.



Authorized Representative

State Farm

OREGON
INSURANCE CARD

INSURED DIETER, KAY L

MUTL
VOL

POLICY NUMBER 246 5509-B17-37N

EFFECTIVE

YR 2010 MAKE NISSAN

AUG 17 2020 TO FEB 17 2021

MODEL ALTIMA

VIN 1N4CL2AP5AC139400

AGENT CHAD HUMPHREY

PHONE (503)992-6251

NAIC 25178

9B79-AE0

A BODILY INJURY/PROPERTY DAMAGE LIABILITY
 P1 PERSONAL INJURY PROTECTION
 D 50 DEDUCT COMPREHENSIVE
 G 100 DEDUCT COLLISION
 H, R1, U, S

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

State Farm



THIS CARD MUST BE CARRIED IN THE INSURED MOTOR
 VEHICLE FOR PRODUCTION UPON DEMAND.
 THE COVERAGE PROVIDED BY THE POLICY MEETS THE
 MINIMUM LIABILITY REQUIREMENTS OF OREGON.

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com, or use the State Farm mobile app to file a claim.

For EMERGENCY ROAD SERVICE use the State Farm mobile app, log on to statefarm.com, or call 1-877-627-5757. **EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.**

How to identify your coverage - See policy for full name and definition

A Liability	L Physical Damage	U Uninsured Motor Vehicle-BI
C Medical Coverage	P Personal Injury Protection	U1 Uninsured Motor Vehicle-PD
D Comprehensive	R1 Car Rental and Travel Expenses	UNOC Use of Nonowned Cars
S Collision	S Death Disbursement and	
H Emergency Road Service, Loss of Sight		

Richard Wirfs - Re: GL Waiver for Dr Dieter

From: Justine Flora
To: Richard Wirfs
Date: 1/6/2021 4:05 PM
Subject: Re: GL Waiver for Dr Dieter
Attachments: Justine Flora.vcf

Approved

Justine Flora
Risk Manager

Marion County Business Services
[503-584-7786](tel:503-584-7786)

CONFIDENTIALITY NOTICE

The information contained in this communication, including attachments is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately. Thank you.

>>> Richard Wirfs 1/6/2021 3:31 PM >>>
Justine,

I am seeking a new waiver for General Liability for Dr Kay Dieter. Her previous contract is expiring. She is continuing to provide services as a physician to Behavioral Health.

She has auto insurance and professional liability insurance is provided by the County. I have attached the auto insurance

I am only seeking a waiver of general liability insurance. She will only be performing duties while on Marion County Property for Marion County. If she does telework, she will be issued County Equipment and will only use the County VPN to access records or conduct appointments.



Rich Wirfs

Senior Contract Specialist

Marion County Health & Human Services

3180 Center St NE - Salem, OR 97301

[503.361.2792](tel:503.361.2792) - Desk

[503.364.6552](tel:503.364.6552) - Fax

License Verification Details

Subject to **Terms and Conditions**. This site is a primary source for verification of license credentials consistent with Joint Commission and NCQA standards.

Oregon Medical Board
1500 SW 1st Ave
Suite 620
Portland, OR 97201
Phone: (971) 673-2700



Information current as of 01/06/2021 03:34:21 PM

Dieter, Kay Lynn, MD

MD License: MD16657

Originally Issued: 07/13/1990

Basis: NBME

Current Status: Active

Expedited Endorsement: No

Status Effective: 1/1/2020

Expires: 12/31/2021

Licensee Information

Gender: Female

Specialty : Psychiatry

Specialty is self-reported by the licensee. It does not necessarily indicate specialty board certification.

Supervising Physician Status : Not Approved

Languages : English

Practice Location(s)

Street	City, State Zip	County	Phone
Marion County ABH 2045 Silverton Rd NE, Suite B	Salem, OR 97301	Marion	503-588-5351

Education

School Name	Location	Degree Date	Degree Earned
Univ of North Dakota	GRAND FORKS, ND United States	05/13/1989	MD

Post-Graduate Training

	School Name	Location	From	To	Specialty
Residency	OHSU	PORTLAND, OR United States	07/1990		Psychiatry
Internship	OHSU	PORTLAND, OR United States	07/1989	06/1990	

The licensee may have completed additional education or training programs. Only those that have been verified with the primary source are shown.

Board Orders

There are no current or prior Board orders or agreements on file for this licensee.

Malpractice

Malpractice claim information is compiled by the Oregon Medical Board from claim reports it receives from primary insurers; public bodies required to defend, save harmless and indemnify an officer, employee or agent of the public; a self-insured entity; or a health maintenance organization. Claim reporting and disclosure requirements are governed by ORS 742.400.

The settlement of a medical malpractice claim may occur for a variety of reasons that do not necessarily reflect negatively on the professional competence or conduct of the provider. Therefore, there may be no disciplinary action appearing for a licensee, even though there is a closed malpractice claim on file. A payment in the settlement of a medical malpractice action does not create a presumption that medical malpractice occurred. This database represents information from reporters to date. Please note: Not all reporters may have submitted claim information to the Board.

For malpractice claim information, click [here](#).



1 : 7 DIETER, KAY L MD
119/234 ADULT BEHAVIORAL HEALTH
2045 SILVERTON RD NE, SUITE B
SALEM, OR 97301-0000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BD3690080	06-30-2023	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	05-07-2020
DIETER, KAY L MD MARION COUNTY OREGON 2045 SILVERTON RD NE STE B SALEM, OR 97301-0100		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BD3690080	06-30-2023	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	05-07-2020
DIETER, KAY L MD MARION COUNTY OREGON 2045 SILVERTON RD NE STE B SALEM, OR 97301-0100		

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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BD3690080	06-30-2023	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3.3N,4.5	PRACTITIONER	05-07-2020
DIETER, KAY L MD MARION COUNTY OREGON 2045 SILVERTON RD NE STE B SALEM, OR 97301-0100		

**CONTROLLED SUBSTANCE/REGULATED CHEMICAL
 REGISTRATION CERTIFICATE**
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the
 Controlled Substances Act of 1970, as amended, provide
 that the Attorney General may revoke or suspend a
 registration to manufacture, distribute, dispense, import or
 export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF
 OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY,
 AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**



**REPORT
 CHANGES
 PROMPTLY**

Form DEA-223/511 (9/2016)

**REQUESTING MODIFICATIONS TO YOUR
 REGISTRATION CERTIFICATE**

To request a change to your registered name, address, the drug
 schedule or the drug codes you handle, please

1. visit our web site at deadiversion.usdoj.gov - or
2. call our customer Service Center at 1-(800) 882-9539 - or
3. submit your change(s) in writing to:

**Drug Enforcement Administration
 P.O. Box 2639
 Springfield, VA 22152-2639**

See Title 21 Code of Federal Regulations, Section 1301.51
 for complete instructions.

You have been registered to handle the following chemical/drug codes: _____



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 01/16/2021 from 8:00 AM to 3:00 PM.

Search Results

Current Search Terms: Kay Dieter*

Total records:0

Save PDFExport ResultsPrint

Result Page:

Sort byRelevanceOrder byDescending

Your search for Kay Dieter* returned the following results...

No records found.

Result Page:

Save PDFExport ResultsPrint



IBM-P-20201105-1716
WWW8

- Search Records
- Disclaimers
- FAPIS.gov
- Data Access
- Accessibility
- GSA.gov/IAE
- Check Status
- Privacy Policy
- GSA.gov
- About
- USA.gov
- Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.