



# Contract Review Sheet

HE-1585-17 (9)

Contract for Services #: HE-1585-17 Amendment #: 9

Contact: Sarah Ortiz Department: Health and Human Services

Phone #: (503) 584-4898 Date Sent: Monday, February 27, 2023

Title: Unarmed Security and Vehicular Patrol

Contractor's Name: Advanced Security, Inc.

Term - Date From: July 6, 2017 Expires: June 30, 2023

Original Contract Amount: \$360,000.00 Previous Amendments Amount: \$1,385,000.00

Current Amendment: \$100,000.00 New Contract Total: \$1,845,000.00 Amd% 413%

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

Source Selection Method: 20-0260 Request for Proposal RFP# HE092-17

Description of Services or Grant Award

Contractor to provide unarmed security and vehicular patrol services for County locations to ensure safety and well being of County clients and staff. Amendment 9 adds additional funds in the amount of 100k, 24/7 services at PCC and overnight vehicular patrols at the County's Center St.

Desired BOC Session Date: 3/22/2023 BOC Planning Date: 3/9/2023

Files submitted in CMS: 3/1/2023 Printed packet & copies due in Finance: 3/7/2023

BOC Session Presenter(s) Rhett Martin

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_



## MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: March 22, 2023

Department: Health &amp; Human Services

Agenda Planning Date: 3/9/2023

Time required: 10

☐ Audio/Visual aids

Contact: Sarah Ortiz

Phone: 503-584-4898

Department Head Signature:

  
7D28A787656F458...
**TITLE**

Unarmed Security and Vehicular Patrol

Issue, Description &amp; Background

Contractor provides unarmed security and vehicular patrol services for several County locations to ensure safety and well-being of County client staff

Financial Impacts:

Contract not to exceed \$1,845,000.00

Impacts to Department &amp; External Agencies

Health and Human Services does not anticipate any impacts to other departments

Options for Consideration:

1. Approve HE-1585-17 Amendment 9, Advanced Security, Unarmed Security and Vehicular Patrol
2. Deny approval of HE-1585-17 Amendment 9, Advanced Security, Unarmed Security and Vehicular Patrol
3. Take no action at this time

Recommendation:

Health and Human Services recommends approval of HE-1585-17 Amendment 9, Advanced Security, Unarmed Security and Vehicular Patrol

List of attachments:

HE-1585-17, Advanced Security and Vehicular Patrol  
HE-1585-17 Amendments 1,2,3,4,5,6,7,8,9

Presenter:

Rhett Martin

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

Copies to:

sortiz@co.marion.or.us

## **REQUEST FOR AUTHORIZATION OF CONTRACT HE-1585-17**

**Date:** February 27, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Sarah Ortiz

**I. Subject:** Amendment Exceeds 25%

**DIPS CODE:** 190-25-24-241-2300-525555-000000-000

**Budget Authority:** ☒ Yes ☐ No,

**CIP:** N/A

The Marion County Health and Human Services Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Advanced Security, Inc. for Unarmed Security and Vehicular Patrol with a value of 1,745,000.00 and an additional \$100,000 will be added to the contract for a new contract total of \$1,845,000.00 upon approval.

**A. BACKGROUND**

Explain how we got to this point, include sourcing method, initial contract value, and all previous amendments.

HHS is amending the Contract with Advanced Security to add vehicular patrol at the Center St. location, to increase hours at the PCC location to 24/7, to increase rates, and to add an additional \$100,000.00. The contract expires on 6/30/23 and the County does not plan to renew the contract. The contract was awarded as a result of an RFP and the initial contract value was \$360,000.00. Additionally, there have been 8 previous amendments which added/removed locations, increased rates, updated the statement of work, and added additional funds.

**B. CURRENT AMENDMENT PURPOSE**

Describe the purpose of the current amendment, why we are increasing more than 25% and why this was not included in the original contract.

The additional \$100,000.00 will ensure that there are enough funds to cover costs for the additional services and updated rates through the contract term. The funds were not included in the original contract because HHS did not anticipate adding additional locations when the contract was executed.

**C. JUSTIFICATION**

For formal procurements, indicate why the need for adding more than 25% of the total contract cost:

The need for adding more that 25% of the total contract is because HHS is adding additional services and the rates are being increased per the Contractor.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? ☒ Yes ☐ No
2. If yes, amount \$100,000 Program / Account Multiple / 525555
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
  - a. Amount: \$\_\_\_\_\_
  - b. Managed with anticipated savings– explain why and from what costing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - c. Will require a supplemental budget request – provide the expected funding source and costing:
    - i. Funding Source: \_\_\_\_\_
    - ii. Costing: \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Sarah Ortiz  
Health and Human Services

Reviewed by:

\_\_\_\_\_  
Contracts & Procurement

Acknowledged by:

\_\_\_\_\_  
Ryan Matthews, Administrator

Acknowledged by:

\_\_\_\_\_  
Jan Fritz, CAO



**Marion County**  
OREGON

**AMENDMENT 9 to HE-1585-17**  
**the CONTRACT FOR SERVICES**  
**between**  
**MARION COUNTY and ADVANCED SECURITY, INC.**

This Amendment No. 9 to the Contract for Services (as amended from time to time, the "Contract"), dated July 06, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security, Inc., hereafter called Contractor.

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

**2. CONSIDERATION**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,845,000.00 [\$1,745,000.00].

**EXHIBIT A**  
**STATEMENT OF WORK**

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

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

**County site; 1118 Oak St SE, Salem OR; Psychiatric Counseling Center (PCC)**

- 24/7 Security services at this site shall commence upon execution of the contract through the term of the contract ending June 30, 2023. [24/7 Security services at this site shall commence on April 19, 2019 and end on July 12, 2019]

**County site; 3180 Center Street SE, Salem, OR 97301**

- Security staff shall perform two (2) nightly vehicular patrol parameter patrols of County property between the hours of 8:00 p.m. and 5:30 a.m. 7 days per week. Services will commence upon execution of the contract.

**[Additional Health Department Sites and Hours**

Task specific point of contact: Jeremiah Elliot, cell/text 541-514-1243 [JElliot@co.marion.or.us](mailto:JElliot@co.marion.or.us)]

**Additional Health Department Sites and Hours**

Task specific point of contact: Rhett Martin, phone # 503-585-4978 [wmartin@co.marion.or.us](mailto:wmartin@co.marion.or.us)

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$1,845,000.00 [\$1,745,000.00]

A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor monthly for each of the following services:

Effective February 1, 2023, County shall pay Contractor \$30 per hour for 976 N Pacific Hwy and County shall pay Contractor \$28 per hour for all other sites. [County shall pay Contractor \$23.61 per hour effective July 1, 2022 through June 30, 2023 for all County sites.]

Vehicular Patrol \$1,100.00 per month for each County site located at 3180 Center St NE and 2045 Silverton Road NE.

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

**SIGNATURE PAGE FOR  
UNARMED SECURITY AND VEHICULAR PATROL - HE-1585-17  
between  
MARION COUNTY and**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	Department Director or designee	Date
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Authorized Signature:	Chief Administrative Officer	Date
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Reviewed by Signature:	Marion County Legal Counsel	Date
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Reviewed by Signature:	Marion County Contracts & Procurement	Date
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**ADVANCED SECURITY, INC. SIGNATURE**

Authorized Signature:		Date
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Title: \_\_\_\_\_



**AMENDMENT 8 to HE-1585-17  
the CONTRACT FOR SERVICES  
between**

**MARION COUNTY and ADVANCED SECURITY, INC.**

This Amendment No. 8 to the Contract for Services (as amended from time to time, the "Contract"), dated July 6, 2017, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security, Inc., hereafter called Contractor.

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

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[1,345,000.00] \$1,745,000.00.

**EXHIBIT A  
STATEMENT OF WORK**

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$[1,345,000.00] \$1,745,000.00.

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

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Ryan Matthews, Administrator Date

Authorized Signature: \_\_\_\_\_  
Jeremiah Elliot, Sr. Admin Services Mgr. Date



Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**ADVANCED SECURITY, INC. SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_



**Marion County**  
OREGON

**AMENDMENT #7 to the  
CONTRACT FOR SERVICES #HE-1585-17  
between  
MARION COUNTY and ADVANCED SECURITY, INC.**

This Amendment No.7 to the Contract for Services (as amended from time to time, the "Contract"), dated July 6, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security Inc, a Corporation, hereafter called Contractor.

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

**EXHIBIT A  
STATEMENT OF WORK**

B.4 The following locations within the County will be serviced under this agreement. The County reserves the right to add and remove locations throughout the County where security may be requested.

Remainder of this section is replaced in its entirety.

County shall notify contractor in writing with required hours to provide security services via an email form primary contact. Contractor shall respond to County within three days for acceptance.

**Unarmed Security Vehicular Patrol Services**

Address	Hrs/Wk	Day
3878 Beverly Ave. NE (Buildings G, H and I) Salem, OR 97305	*Two (2) vehicular patrol site checks to be conducted during identified times.	M - F

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

**Unarmed Security Services (walking patrol)**

Address	Hrs/Wk	Day
3878 Beverly Ave. NE (Buildings G, H and I) Salem, OR 97305	Two (2) walking patrol site checks to be conducted during identified times.	M - F
2395/2421 Lancaster Ave. Salem, OR 97302	Up to 77.5	M - F
2395/2421 Lancaster Ave. Salem, OR 97302	Up to 27	Sat. - Sun.
2035/2166 Davcor St. Salem, OR 97302	Up to 40	M - Th Sat.

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

See Attachments C-F for weekday procedures, confidentiality agreements, and emergency agreements for security officers at the 2035 and 2166 Davcor St locations.

Unarmed security officer shall not be onsite on the following days that County locations are closed:

New Year's Day; Martin Luther King Day; President's Day; Memorial Day;  
Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Christmas Day

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

Contractor shall submit weekly log of service, including incidents related to property monitoring, by email to the primary contact identified in Section C. SPECIAL REQUIREMENTS i. KEY PERSONS. These logs shall be submitted no later than Monday of the week following the weekly service.

If County needs to contact Contractor for any reason surrounding unarmed security officer monitoring any of the locations identified in this agreement, County shall contact the Contractor contact identified in C. SPECIAL REQUIREMENTS i. KEY PERSONS.

C.4.i KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

For Contractor:  
Primary Contact: Advanced Security  
1255 Cross St SE  
Salem, OR 97302

For County:  
Primary Contact: Camille Terhune  
503-585-4943  
CTerhune@co.marion.or.us  
[Primary Contact Lisa Duerksen ]  
[(c) 503.569.8987]  
[(e) lduerksen@co.marion.or.us]

Secondary Contact: John Kubasak  
(c) 503.932.5500  
(e) jkubasak@co.marion.or.us

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

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the

original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Ryan Matthews, Administrator Date

Review by Signature: \_\_\_\_\_  
Jeremiah Elliott, Sr. Admin Svcs Mgr Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**ADVANCED SECURITY SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_



**Marion County**  
OREGON

AMENDMENT #6 to the  
CONTRACT FOR SERVICES #HE-1585-17  
between  
MARION COUNTY and ADVANCED SECURITY, INC.

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated 1 July 2017 through 30 June 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets [ ]):

1. **TERM.** This Contract expires on [June 30, 2021] June 30, 2023.

2. **CONSIDERATION**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[965,000.00] \$1,345,000.00.

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

**EXHIBIT A**  
**STATEMENT OF WORK**

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

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

3. **County site; 2045 Silvertown Road, Salem OR**

- Between the hours of 8:00 p.m. and 5:00 a.m., Monday – Friday, and 12:00 p.m. – 5:00 a.m. Saturday – Monday, Contractor shall be notified by County contracted alarm company (Innova) when security alarm is tripped. Alarm company shall call the Contractor's 24-hour line at 503-375-0533. Contractor shall immediately dispatch security staff driving patrol to County site for evaluation.
- Security staff shall assess the situation and contact appropriate authorities (Salem Police, Marion County Sheriff Department) if situation warrants per already established security protocols. Security staff will assess any damage, and if there is damage such that building cannot be secured (i.e. broken window or door), security staff shall call County Facilities hotline at 503-588-5154 for assistance. Security staff will remain on site until County employee arrives. Security staff shall submit an Incident Report as per usual process.
- If situation does not warrant contacting authorities, security staff shall insure building is secure and submit an Incident Report as per usual process.

5. [County site; Super 8 Woodburn, 821 Evergreen Rd, Woodburn, OR 97071]  
Section redacted in its entirety.

6. County site; 976 N Pacific Highway, Woodburn, OR 97071

Site specific points of Contact: Margarita Vazquez (main contact); 503-981-2458.

- Security staff shall perform walking patrols inside and outside of County occupied space up to 37 hours per week as follows: Monday – Friday 3:00 p.m. – 7:30 p.m.; Saturday-Sunday 1:00 p.m. - 8:00 p.m.

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$[965,000.00] \$1,345,000.00.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor monthly for each of the following services:

County shall pay Contractor [\$21.84] \$22.71 per hour effective July 1, 2021 through June 30, 2022 [(\$21.84 per hour effective May 1, 2019)] for all County sites. County shall pay Contractor \$23.61 per hour effective July 1, 2022 through June 30, 2023 for all County sites.

County shall pay Contractor \$50.00 per month for up to two (2) alarm responses per month at County site Silverton Road. County shall pay Contractor \$45.00 per each additional alarm response per month.


**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  5/26/2021  
Ryan Matthews, Administrator Date

Authorized Signature:  5/25/2021  
Jeremiah Elliott, Sr. Admin. Svc. Mgr. Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**ADVANCED SECURITY INC. SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(J) See §200.322 Procurement of recovered materials.

(K) Audit Requirements of 2 CFR §200.5XX (Subpart F)

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor expends federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to County within 30 days of completion.

iii. Contractor must save, protect and hold harmless County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Contractor must also comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Contractor must comply, and ensure the compliance by subcontractors or subgrantees, with 41U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

(N) Conflict of Interest. Contractor will prohibit any employee, governing body, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest with regards to funds provided under this agreement. In addition, Contractor must disclose in a timely manner and in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the a

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]





AMENDMENT #5 to the  
CONTRACT FOR SERVICES  
between  
MARION COUNTY and ADVANCED SECURITY, INC.  
HE-1585-17

This Amendment No. 5 to the Contract for Services (as amended from time to time, the "Contract"), dated July 1, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security, Inc. hereafter called Contractor.

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

**2. CONSIDERATION.**

C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

In accordance with 2 CFR 200.330, Contractor has been designated:

- ☐ Subrecipient  
☒ Contractor/Vendor  
☐ Not applicable

This contract may be funded via federal funds. Contractor shall be required to meet the federal provisions as stated within Addendum II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

**3. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

**EXHIBIT A  
STATEMENT OF WORK**

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

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

**5. County site: Super 8 Woodburn, 821 Evergreen Rd, Woodburn, OR 97071**

- Security services are provided for Beachie Creek Fire emergency housing beginning September 28, 2020 through October 28, 2020. Contractor shall provide 24/7 security services, total amount of hours not to exceed 728.

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

## **MARION COUNTY SIGNATURE**

### **BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Ryan Matthews, Administrator Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

## **ADVANCED SECURITY, INC. SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



AMENDMENT #4 to the  
CONTRACT FOR SERVICES

between

MARION COUNTY and ADVANCED SECURITY, INC.  
#HE-1585-17

This Amendment No. 4 to the Contract for Services (as amended from time to time, the "Contract"), dated 1 July 2017 through 30 June 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets [ ]):

**2. CONSIDERATION**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[690,000.00] \$965,000.00.

Compensation payable to Contractor includes \$75,000.00 for COVID-19 related security services.

Compensation payable to Contractor also includes \$200,000.00 for ongoing security services.

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

**EXHIBIT A  
STATEMENT OF WORK**

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

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

5. County Site:

Super 8 Woodburn, COVID-10 Isolation and Quarantine Housing,  
821 Evergreen Rd, Woodburn, OR 97071

Site specific points of Contact: Stacie Neal (503) 576-4589

- Contractors shall provide 24/7 Security services at this site will commencing at 0800 July 1, 2020 and end on 0800 July 6, 2020.
- Contractor shall provide security services beginning on July 7, 2020 from 0200 to 0800, six (6) hours per day, seven (7) days per week, and will end on March 31, 2021, unless extended by mutual agreement of both parties.
- Upon arrival to begin shift, Contractor's security staff shall enter at front door of building. Hotel front desk staff will issue card access key to security staff at start of shift, and security staff will return card access key to front desk staff at end of shift. Hotel front desk staff will maintain sign in/sign out log for this purpose.

- Contractor's security staff shall perform walking patrols inside of County occupied building with a minimum of two (2) outside walking patrols of the perimeter of the building per shift.
- Contractor's security staff will engage with individuals occupying the rooms to encourage clients from a safe distance to remain in their rooms per their signed agreements. Security staff may remind individuals if they leave the building, they could be subject to removal from the program.
- Department of Corrections (DOC) individuals in isolation will be identified by room number; Contractor's security staff will be directed to contact Marion County Sheriff's Office when DOC individuals refuse to remain in their rooms.
- Contractor's security staff will maintain a log book that will be provided in the 3<sup>rd</sup> Floor Conference Room to document by room number any activities throughout the shift. (i.e. for example, individuals attempting to leave, individuals attempting to invite outsiders into the building, etc.)

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$[690,000.00] \$965,000.00.

Compensation payable to Contractor includes \$75,000.00 for COVID-19 related security services. Compensation payable to Contractor also includes \$200,000.00 for ongoing security services.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor monthly for the following services:

- County shall pay Contractor \$28.00 per hour up to but not in excess of fifty seven (57) hours per week for unarmed security services identified in Section 1B, Section 5, above. Federal and State Holidays will be paid at \$42.00 per hour. County shall reimburse Contractor for mileage to the location at the approved federal rate.

**ADDENDUM NO. 2, APPENDIX II TO PART 200-CONTACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS,** as attached.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Ryan Matthews, Interim Administrator Date

Authorized Signature: \_\_\_\_\_  
Jeremiah Elliott, Sr. Admin. Srv. Mgr. Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**ADVANCED SECURITY INC. SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## ADDENDUM NO. 2

### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]





**Marion County**  
OREGON

AMENDMENT #3 to the  
CONTRACT FOR SERVICES #HE-1585-17  
between  
MARION COUNTY and ADVANCED SECURITY, INC.

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated 1 July 2017 through 30 June 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets [ ]):

1. **TERM.** This Contract expires on [June 30, 2019] June 30, 2021.

2. **CONSIDERATION**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[360,000.00] \$690,000.00.

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

**EXHIBIT A**  
**STATEMENT OF WORK**

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

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

1. **County site; 3878 Beverly Ave. NE Salem, OR. Buildings; F, G, and H [and I].**

- [Security staff shall provide a twice daily vehicle patrol site check Monday – Friday; between 7:00 a.m. - 8:00 a.m., and between 5:00 p.m. – 6:00 p.m.]
- Security staff shall provide walking patrol outside of Buildings F, G and H as follows:

Buildings G & H: Monday – Friday 7:00 a.m. – 8:00 p.m.

Building F: Monday – Friday 7:00 a.m. – 10:30 p.m. through June 14, 2019, and effective June 17, 2019 Monday – Friday 7:00 a.m.- 8:00 p.m

Building F: Saturday – Sunday 11:00 a.m. – 10:30 p.m. Effective June 10, 2019, Saturday – Sunday walking patrol will be discontinued.

- [Security staff shall perform twice daily walking patrol site check Monday – Friday; between 9:00 a.m. – 11:00 a.m. and between 2:00 p.m. – 4:00p.m.]

2. [County site; 2395/2421 Lancaster Ave. NE, Salem OR] Section redacted in its entirety

3. **County site; 2045 Silverton Road, Salem OR** Site specific points of Contact:

Suite A (Alcohol & Addictions Treatment): Camille Terhune (main contact); cell/text 503-798-7767, CTerhune@co.marion.or.us and Patricia Davis (backup contact); cell/text 503-932-5877, PDavis@co.marion.or.us.

Suite B (Mental Health Services): Kathy Ahrendt 503-361-2629, cell/text 503-932-7290 Kahrendt@co.marion.or.us

- Security staff shall perform walking patrols inside and outside of County occupied "Suite A; Addiction Treatment Services" and "Suite B; Adult Mental Health Services" space [up to 40 hours per week] as follows; Monday – Friday; 5:00 a.m. – 5:15 p.m., and Saturday 6:30 a.m. – 10:30 a.m.
- Security staff shall perform drive-by patrols Monday – Friday, 4 times per night, between the hours of 8:00 p.m. and 5:00 a.m. Security staff shall perform drive-by patrols Saturday – Sunday, 7 patrols, beginning 12:00 p.m. on Saturday and ending 5:00 a.m. on Monday.

4. **County site; 1118 Oak St SE, Salem OR; Psychiatric Counseling Center (PCC)**

Site specific points of Contact: Ann-Marie Bandfield (main contact); 503-566-2967 cell/text 503-932-6897

- 24/7 Security services at this site shall commence on April 19, 2019 and end on July 12, 2019. Security staff shall perform walking patrols inside and outside of County occupied building space 24 hours per day, 7 days per week, for a total of no more than 168 hours per week. Security staff shall follow PCC established protocols when dealing with individuals at the site.
- Contractor shall ensure that each of its staff assigned to this site has completed an orientation of the building prior to their initial shift.
- Security staff shall make themselves available to escort site located County staff to their vehicles. Requests may be made directly to security staff by County staff or by County staff contacting Contractor's branch office to facilitate the requested escort.

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$[360,000.00] \$690,000.00.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor monthly for each of the following services:

- Vehicular Patrol [\$500.00] \$985.00 per month for patrol services as outlined in Section 1B above.
- County shall pay Contractor \$21.00 per hour (\$21.84 per hour effective May 1, 2019) up to but not in excess of [one hundred and fifty (150)] one hundred sixty seven (167) hours per week for unarmed security services (walking patrol) for all locations and schedules identified in Section 1B, Sections 1, 2 and 3, above. County shall pay Contractor \$21.00 per hour (\$21.84 per hour effective May 1, 2019) up to but not in excess of 168 hours for the location and schedule identified in Section 1B, Section 4, above, beginning April 19, 2019 and ending July 12, 2019.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**[CONTRACTOR] SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_



**Marion County**  
OREGON

AMENDMENT #2 to the  
CONTRACT FOR SERVICES #HE-1585-17  
between  
MARION COUNTY and ADVANCED SECURITY, INC.

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated 1 July 2017 through 30 June 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets [ ]):

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in [Exhibit A] Exhibit A, dated February 15, 2018 (the "Work").

2. CONSIDERATION

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in [Exhibit A] Exhibit A, dated February 15, 2018.

10. REPORTING REQUIREMENTS .Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County in [Exhibit A] Exhibit A, dated February 15, 2018.

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

**MARION COUNTY SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Cary Moller, Administrator Date

Authorized Signature: \_\_\_\_\_  
Jeremiah Elliott, Sr. Admin. Svc. Mgr. Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**ADVANCED SECURITY INC.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**  
**Dated February 15, 2018**

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

A. **GENERAL INFORMATION.** At the direction of the County, Contractor shall provide vehicular patrol service and unarmed security staff at various County sites; identified below. Security Services shall be delivered in accordance with all applicable federal, state and local law with respect to Security Services.

Contractor shall ensure:

- Security staff shall maintain current certification through the Department of Public Safety Standards and Training (DPSST) while providing services on this Contract.
- Upon request by the County, that Contractor shall provide proof that its staff assigned to this Contract has completed a national criminal background check by DPSST through the FBI within the last twelve months, staff has no record of criminal convictions, and staff has passed a Criminal History Check at the Oregon State Police level.
- Security staff shall wear a company provided uniform with a clearly visible company logo that identifies the wearer as an employee, and employee can present company (Contractor) identification.
- Security staff shall communicate effectively in a non-threatening manner to a diverse population.
- Security staff shall maintain a professional relationship with County staff and visitors. Contractor shall communicate with its security staff not to congregate with public and county staff.
- Notify the County site specific point of contact at the beginning of the security shift when Contractor's Security staff shall be late (no more than fifteen (15) minutes), and when scheduled security staff shall be absent. Contractor to provide alternative qualified security staff within thirty (30) minutes from start of absentee's security shift.
- Security staff maintains a daily site specific activity log, and shall make available to County upon request.
- Security staff notifies site specific point of contact by phone or text within thirty (30) minutes of occurrence of any suspected trespassing, burglary, unlawful entry, harassment of County staff by the public, or police interaction and shall provide to the County a copy of Contractor's written incident report within twenty-four (24) hours of occurrence.
- Communicate to Security staff the written duties as listed in current Exhibit A; Statement of Work and its attachments.
- Two-way radios provided by Marion County (located in designated areas at each site) are tested and in working order at the start of each security shift. Contractor shall be responsible to replace radio(s) due to negligence or damage caused by its staff.

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

**1. County site; 3878 Beverly Ave. NE Salem, OR. Buildings; G, H and I.**

Site specific points of Contact: Lisa Trussell (main contact); cell/text 503-569-8987,

LTrussell@co.marion.or.us and Phil Blea (backup contact); cell/text 503-932-5528, [P13lea@co.marion.or.us](mailto:P13lea@co.marion.or.us)

- Contractor shall ensure that each of its security staff assigned to this site has completed an orientation of this site prior to their initial shift. Security staff shall be accompanied by Contractor supervision and site specific point of contact during orientation.
- Security staff shall provide a twice daily vehicle patrol site check Monday – Friday; between 7:00 a.m. - 8:00 a.m., and between 5:00 p.m. – 6:00 p.m.
- Security staff shall perform twice daily walking patrol site check Monday – Friday; between 9:00 a.m. – 11:00 a.m. and between 2:00 p.m. – 4:00p.m.
- Exceptions to the above schedule shall be National Holidays observed by the County when the above location is closed; New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

- Security staff walking patrols shall use two-way radios to communicate with Lancaster front desk staff as necessary Monday – Friday; 7:00 a.m. – 4:00 p.m.
- Security staff shall contact Lancaster front desk staff using a two-way radio and provide names of individuals who security staff consider disruptive, combative, or menacing prior to escorting individuals off of County property.

**2. County site; 2395/2421 Lancaster Ave. NE, Salem OR**

Site specific points of Contact: Lisa Trussell (main contact); cell/text 503-569-8987, [LTrussell@co.marion.or.us](mailto:LTrussell@co.marion.or.us), and Phil Blea (backup contact); cell/text 503-932-5528, [PBlea@co.marion.or.us](mailto:PBlea@co.marion.or.us)

- Contractor shall ensure that each of its staff assigned to this site has completed an orientation of this site prior to their initial shift. Security staff shall be accompanied by Contractor supervision and site specific point of contact during orientation.
- Security services shall be provided at this site, three hundred sixty five (365) days per year; at the days and times listed below.
- Security staff shall perform walking patrols outside of County occupied building spaces (2395 and 2421) up to 72.5 hours Monday – Friday; 7:00 a.m. – 10:30 p.m., including the parking lot spaces along Coral Avenue and Wolverine Street. Security staff shall be actively present at the building's point(s) of entry at 8:00 a.m., 5:00 p.m. and 10:30 p.m.
- Security staff shall perform walking patrols outside of County occupied building spaces (2395 and 2421) up to 25 hours Saturday - Sunday; 11:00 a.m. – 10:30 p.m., including parking spaces directly behind space 2395 on Coral Avenue, and parking lot spaces along Wolverine Street. Security staff shall be actively present at the building's point(s) of entry where Marion County staff enter and exit at 11:00 a.m. and at 10:30 p.m.
- Security staff walking patrols shall use two-way radios to communicate with County Lancaster front desk staff as necessary Monday – Friday; 7:00 a.m. – 5:00 p.m., and use a two-way radio to communicate with County Youth and Family Crisis Services front desk staff Monday – Friday; 5:00 p.m. – 10:30 p.m. and Saturday – Sunday; 11:00 a.m. – 10:30 p.m.
- Security staff shall make themselves available to escort site located County staff to their vehicles. Requests may be made directly to security staff by County staff or by County staff contacting Contractor's branch office to facilitate the requested escort.
- Security staff shall contact Lancaster front desk staff using two-way radio and provide names of individuals who security staff consider disruptive, combative, or menacing prior to escorting individuals off of County property.

**3. County site; 2035/2166 Davcor Street, Salem OR**

Site specific points of Contact: Camille Terhune (main contact); cell/text 503-798-7767, [CTerhune@co.marion.or.us](mailto:CTerhune@co.marion.or.us) and Patricia Davis (backup contact); cell/text 503-932-5877, [PDavis@co.marion.or.us](mailto:PDavis@co.marion.or.us)

- Security services at this site shall terminate on March 17, 2018.
- Contractor shall ensure that each of its staff assigned to this site has completed an orientation of the building prior to their initial shift. Security staff shall be accompanied by Contractor supervision and site specific point of contact during orientation. Contractor shall have its security staff sign Attachment D; Alcohol and Drug Treatment Service Orientation, attached hereto and incorporated herein by reference, and provide a signed copy to the site specific point of contact.

- Security staff shall perform walking patrols inside and outside of County occupied building space up to 40 hours per week as follows; Monday – Wednesday; 5:00 a.m. – 11:30 a.m., Thursday – Friday; 5:00 a.m. – 1:00 p.m., and Saturday 6:30 a.m. – 10:30 a.m.
- Exceptions to the above schedule shall be National Holidays observed by the County when the above location is closed; New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- Contractor shall provide each of its security staff assigned to this site (prior to initial shift) a copy of Attachment 1; Marion County Drug Treatment Procedures, effective February 15, 2018 attached hereto and incorporated herein by reference. Security staff shall strictly adhere to Attachment 1 in performance of their duties.
- Contractor shall provide each of its security staff assigned to this site (prior to initial shift) a copy of Attachment E; Visitors Confidentiality Agreement Marion County Drug Treatment Program, attached hereto and incorporated herein by reference. Contractor shall provide a signed copy to the site specific point of contact.
- Security staff shall utilize Marion County provided two-way radios to communicate with County site front desk staff in performance of security staff duties.
- Security staff shall make themselves available to escort site located County staff to their vehicles. Requests may be made directly to security staff by County staff or by County staff contacting Contractor's branch office to facilitate the requested escort.
- Security staff shall contact site front desk staff using a two-way radio and provide names of individuals who security staff consider disruptive, combative, or menacing and request guidance and instruction prior to escorting individuals off of County property.

**4. County site; 2045 Silverton Road, Salem OR**

Site specific points of Contact: Camille Terhune (main contact); cell/text 503-798-7767, [CTerhune@co.marion.or.us](mailto:CTerhune@co.marion.or.us) and Patricia Davis (backup contact); cell/text 503-932-5877, [PDavis@co.marion.or.us](mailto:PDavis@co.marion.or.us)

- Security services at this site shall commence on March 18, 2018.
- Contractor shall ensure that each of its staff assigned to this site has completed an orientation of the building prior to their initial shift. Security staff shall be accompanied by Contractor supervision and site specific point of contact during orientation. Contractor shall have its security staff sign Attachment D; Alcohol and Drug Treatment Service Orientation, attached hereto and incorporated herein by reference, and provide a signed copy to the site specific point of contact.
- Security staff shall perform walking patrols inside and outside of County occupied building space up to 40 hours per week as follows; Monday – Wednesday; 5:00 a.m. – 11:30 a.m., Thursday – Friday; 5:00 a.m. – 1:00 p.m., and Saturday 6:30 a.m. – 10:30 a.m.
- Exceptions to the above schedule shall be National Holidays observed by the County when the above location is closed; New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- Contractor shall provide each of its security staff assigned to this site (prior to initial shift) a copy of Attachment 1; Marion County Drug Treatment Procedures, effective February 15, 2018 attached hereto and incorporated herein by reference. Security staff shall strictly adhere to Attachment 1 in performance of their duties.

- Contractor shall provide each of its security staff assigned to this site (prior to initial shift) a copy of Attachment E; Visitors Confidentiality Agreement Marion County Drug Treatment Program, attached hereto and incorporated herein by reference. Contractor shall provide a signed copy to the site specific point of contact.
- Security staff shall utilize Marion County provided two-way radios to communicate with County site front desk staff in performance of security staff duties.
- Security staff shall make themselves available to escort site located County staff to their vehicles. Requests may be made directly to security staff by County staff or by County staff contacting Contractor's branch office to facilitate the requested escort.
- Security staff shall contact site front desk staff using a two-way radio and provide names of individuals who security staff consider disruptive, combative, or menacing and request guidance and instruction prior to escorting individuals off of County property.

**5. Additional Health Department Sites and Hours**

Task specific point of contact: Jeremiah Elliott, cell/text 541-514-1243 JElliott@co.marion.or.us

- Upon written request from above point of contact, Contractor shall provide temporary security (vehicular patrol and/or walking patrols) at various County sites. Specific tasks, schedule and duration shall be mutually agreed upon in writing by Contractor and County. As necessary, a Health Department representative shall accompany Contractor supervision to conduct an on-site walk-thru of the temporary security site/service to be provided.

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

**C.1 CRIMINAL HISTORY CHECK.** Contractor shall assure that all staff and volunteers used in any program receiving funding from the OHA, DHS or the Employment Division or is licensed by OHA or the Employment Division complete a criminal history check (Attachment A) per ORS181.534 through 181.537 and shall not have unsupervised contact with clients prior to approval by the OHA or the Employment Division.

**C.2 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.

**C.3 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](http://www.sam.gov)

**C.4 CONFIDENTIALITY.** Contractor agrees to sign and adhere to the Marion County Health Department Confidentiality Statement, attached herein (Attachment B).



**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$360,000.00

**A. METHOD OF PAYMENT FOR SERVICES**

County shall pay Contractor monthly for each of the following services:

- Vehicular Patrol \$500.00 for patrol services as outlined in Section 1B above.
- County shall pay Contractor \$21.00 per hour up to but not in excess of one hundred and fifty (150) hours per week for unarmed security services (walking patrol) for all locations and schedules identified in Section 1B above.

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

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

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

**D. GENERAL PAYMENT PROVISIONS.**

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

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

- Invoice shall be itemized separately by site; listing service (hours and cost) provided.

Invoice shall be submitted only for services provided during the reimbursable month within thirty (30) days following the close of the reimbursable month.

**Marion County  
Attn: Health Department, Accounts Payable  
3180 Center St NE Suite 2100  
Salem, OR 97301**

## Attachment 1

### Marion County Drug Treatment Security Procedures:

Effective February 15, 2018

#### Morning opening shift security personnel:

- Wait to enter building and escort the arriving Marion County employee inside the building.
- Complete a building walk-through, including lobby, and lobby restrooms. Check for contraband or any suspicious activity.
- Locate the hand held radios in the designated security area, confirm radios are charged, and tuned to same channel for communication. One will be carried by security personnel, and one will remain with reception desk staff.
- Perform initial parameter walk, and retrieve newspapers from outside and place in lobby.
- Open all blinds in lobby area and turn on lights prior to doors unlocking.

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

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

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

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

At all times please make sure that the noise level is kept down in the lobby, including the use of profanity. Please ask all individuals entering the lobby to remove their hats and sunglasses, and to keep these off during the duration of their visit. If children are present, please make sure they are accompanied by an adult at all times. If children need to be left unattended, please notify front desk staff.

#### Outside duties:

- Perimeter walks of Marion County occupied space every 30 minutes from 5:00a.m. – 8:00a.m., and additionally as needed. Perimeter walks should include; checking on Marion County vehicles parked along west side of building.
- If there are people loitering, (longer than 10 minutes) outside and are not waiting for transportation, a client receiving services or do not have an appointment; ask them to leave. If they do not leave after the first request, notify the front desk staff for further instruction.
- Assure all individuals smoking do so in designated area and are not on Marion County property. Please redirect individuals to the designated smoking area.
- Route medical transport taxis to designated areas or a parking space while dropping individuals off or picking individuals up. If a medical transport driver asks for a client by name, and you are unaware who the client is, or do not see client waiting for transport, please ask the transport driver to park in the designated area and have them check in with front reception.
- Every 30 minutes, return to the interior of the building to perform an interior check.

#### Inside Duties:

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

- If individuals are loitering (longer than 10 minutes) and are not waiting for transportation, an appointment, or for a client receiving services, please ask them to leave. If they do not leave after the first request, or need transportation assistance, notify the front desk staff for further instruction.

**Breaks and Meal Break:**

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

**End Of Shift:**

- Do a final interior and external perimeter walk, and be observant to look for contraband.
- Document your daily activities, (as they occur) and any other pertinent information in your activity log book.
- Gather hand held radios and place them in designated area to charge.
- Let front desk staff know you are leaving for the day and your final perimeter checks have been performed.



**Marion County**  
OREGON

**HEALTH DEPARTMENT**

**Attachment D**

**BOARD OF  
COMMISSIONERS**

Sam Brentano  
Janet Carlson  
Kevin Cameron

**HEALTH  
ADMINISTRATOR**

Cary Moller, MS, LPC

**ADMINISTRATION**  
(503) 588-5357  
FAX (503) 364-6552

**Health & Services Building**  
3180 Center Street NE  
Salem, Oregon 97301-4592  
[www.co.marion.or.us](http://www.co.marion.or.us)

**Alcohol and Drug Treatment Services**

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

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

\_\_\_\_\_  
**On-site Security Staff Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Staff Signature**

\_\_\_\_\_  
**Date**



**Health & Services Building 3180 Center Street NE Salem, Oregon 97301-4592 [www.co.marion.or.us](http://www.co.marion.or.us)**

RECEIVED TIME FEB. 8. 11:29AM



**Marion County**  
OREGON

**HEALTH DEPARTMENT**

**Attachment E**

**Visitors Confidentiality Agreement  
Marion County Drug Treatment Program**

**BOARD OF  
COMMISSIONERS**

Sam Brentano  
Janet Carlson  
Kevin Cameron

**HEALTH  
ADMINISTRATOR**  
Cary Moller, MS, LPC

**ADMINISTRATION**  
(503) 588-5357  
FAX (503) 364-6552

**Health & Services Building**  
3180 Center Street NE  
Salem, Oregon 97301-4592  
www.co.marion.or.us

Marion County Drug Treatment has specific confidentiality requirements that are Consistent with Federal regulations. Staff and visitors to the client areas must conform to those policies that area designed to insure the privacy of individuals who are in the program.

1. Only visitors who have official business and who have been authorized by Marion County Drug Treatment staff will be allowed in the client areas of the clinic.
2. The identity or information pertaining to any client in the program may not be revealed to any source without specific written permission of the client.
3. Staff is prohibited from responding to any inquiries about clients without specific written consent to release information.

I understand and agree that any information disclosed to me while I am visiting or assisting at the Marion County Drug Treatment Program is confidential and Federal Law (CFR-42, Part 2) prohibits me from making any disclosure of such information without the written consent of the person to whom the information pertains.

I acknowledge these confidentiality requirements and agree to adhere to them.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Expiration date: \_\_\_\_\_

\*Pursuant to the Authority of Section 408 of the Drug Abuse Office and Treatment Act of 1972 as amended by Public Law 93-282(21 U.S.C. 1175) and Section 333 of, the Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment, and Rehabilitation Act of 1970 as amended by Public Law 93-282 (42 U.S.C. 4582).



## Attachment A

## Criminal History Check Assurance

Agency: Advanced Security, Inc.

As a duly authorized representative of the Agency named above, I assure that a Criminal History Records Check has been completed on all of Agency's employees, supervisors, acting in capacity supervisors, temporary staff and volunteers providing services under contract #HE-1585-17 with Marion County, on behalf of the Health Department. This assurance is effective for the term of the contract.

m R. Otto  
Authorized Signature

02/08/18  
Date

MARLIN R. OTTO ASI REGIONAL MANAGER

---

Typed Name and Title of Authorized Official

**ADDENDUM NO 1****HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE CONTRACT PROVISIONS****INTRODUCTION**

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Definitions.**

- a. BUSINESS ASSOCIATE shall mean Advanced Security, Inc.
- b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; 1 found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
- c. COVERED ENTITY shall mean MARION COUNTY.
- d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
- e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.
- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.

- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

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

2. Term.

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

3. Limits on Use and Disclosure.

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

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

- (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
  - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
  - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.



b. General Use and Disclosure Provision.

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

c. Permissible Requests by Covered Entity.

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

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

(a) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(b) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:

(i) The disclosure is Required by Law;

(ii) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

(iii) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(v) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.

b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.

c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure

of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.

- d. **Reports of Breach.** Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. **Subcontractors and Agents.** BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.
- f. **Right of Access to Information.** BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528
- j. **Access to Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. **False Claims, Fraud, Waste and Abuse.** BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse.

BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:

Excluded Parties List System (EPLS) [www.sam.gov](http://www.sam.gov)

7. Obligations of COVERED ENTITY.

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

8. Permissible Requests by COVERED ENTITY.

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

9. Security Assurances, the BUSINESS ASSOCIATE will.

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

10. Termination of Contract.

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

11. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.
- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. Qualified Service Organization Contract Provisions.

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

**Marion County**  
Health Department**Attachment B****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.

MARLIN R. OTTO

Agent Name (Please Print)

R. Otto

Agent Signature

02/08/18

Date

Rev.:

03/13

Department Designee

Date



AMENDMENT #1 to the  
CONTRACT FOR SERVICES #HE-1585-17  
between  
MARION COUNTY and ADVANCED SECURITY, INC.

This Amendment No. 1 is retroactive to September 5, 2017 to the Contract for Services (as amended from time to time, the "Contract"), dated 1 July 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Advanced Security Inc., hereafter called Contractor.

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

**EXHIBIT A**

**STATEMENT OF WORK**

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

B.4 The following locations within the County will be serviced under this agreement. The County reserves the right to add and remove locations throughout the County where security may be requested.

**Unarmed Security Services (walking patrol)**

Address	Hrs/Wk	Time	Day
2395/2421 Lancaster Ave. Salem, OR 97302	Up to [77.5] <u>72.5</u>	[7:30 AM – 11:00 PM] <u>7:30 AM – 10:30 PM</u>	M - F
2395/2421 Lancaster Ave. Salem, OR 97302	Up to [27] <u>25</u>	[9:30 AM – 11:00 PM] <u>11:00 AM – 10:30 PM</u>	Sat. – Sun.

Unarmed security officer shall be onsite at the Lancaster locations beginning September 5, 2017 on the following days that County locations are closed:

New Year's Day; Martin Luther King Day; President's Day; Memorial Day;  
Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Christmas Day

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

**MARION COUNTY SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Cary Moller, Administrator or designee      Date

Authorized Signature: \_\_\_\_\_  
Jeremiah Elliott, Sr. Admin. Srv. Mgr.      Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer      Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel      Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement      Date

**ADVANCED SECURITY INC.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**MARION COUNTY  
CONTRACT FOR  
SERVICES  
HE-1585-17**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Advanced Security Inc, a Corporation, 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 **30 June 2019**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond 30 June 2023.

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$360,000.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

**3. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the 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 the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), 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 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services and/or a replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

**5. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

**6. FORCE MAJEURE.** Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION.**

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

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

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

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

**9. ACCESS TO RECORDS.**

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to

the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

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

**11. CONFIDENTIALITY OF RECORDS.**

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

**12. INDEMNIFICATION AND INSURANCE.**

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**13. EARLY TERMINATION.** This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

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

**14. PAYMENT ON EARLY TERMINATION.** Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

**15. INDEPENDENT CONTRACTOR.**

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

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

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

**18. NO THIRD PARTY BENEFICIARIES.**

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

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

**20. MERGER CLAUSE.** This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

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

**22. REMEDIES.** In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE.**

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

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☐ Required by County ☒ Not required by County.

- ☐ \$1,000,000 Per occurrence limit for any single claimant; and  
☐ \$2,000,000 Per occurrence limit for multiple claimants  
☐ Exclusion Approved by Risk Manager

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

☒ Required by County ☐ Not required by County.

**Bodily Injury/Death:**

- ☒ \$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

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

☒ Required by County ☐ Not required by County.

**Bodily Injury/Death:**

- ☐ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).  
☒ \$500,000 Per occurrence limit for any single claimant; and  
☒ \$1,000,000 Per occurrence limit for multiple claimants  
☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

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

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

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To County:

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

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

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

**27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all

restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**28. CERTIFICATIONS AND SIGNATURE.** THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Cary Moller, Administrator Date

Authorized Signature: \_\_\_\_\_  
Ryan Matthews, Date  
Administrative Services Division Director

Authorized Signature: \_\_\_\_\_  
Jeremiah Elliot, Date  
Senior Administrative Services Manager

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**ADVANCED SECURITY, INC. SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_



**EXHIBIT A  
STATEMENT OF WORK**

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

A. GENERAL INFORMATION. Marion County is contracting qualified contractor with the skills and knowledge to provide the following Security Services:

1. Vehicular patrol service during non-business hours; and
2. Unarmed security officer, during business hours, walking and property monitoring.

Security Services to be provided at various county locations identified below in accordance with all applicable federal, state and local law with respect to Security Services. Services to be performed in a timely manner in accordance with accepted industry standards applicable to the Security industry.

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

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

B.1 Vehicular patrol services shall include but are not limited to the following:

- Vehicular patrol twice a day during non-business hours at locations and times identified herein (see B.4)
- be perceptive of unusual or suspicious conditions
- exterior door checks on all doors identified by County
- submission of weekly logs via email to primary contact identified by County every Monday regarding prior week's site checks
- communication with County identified contact if security officer encounters a situation of possible trespassing, burglary, unlawful entry, etc., via open door, open window or broken window that may or may not result in police interaction
- interact professionally with County staff and clients

B.2 Unarmed security walking patrol services shall include, but are not limited to the following:

- patrol during normal business hours and extended hours at various locations and times as identified herein (see B.4)
- on-site walking and monitoring of property
- be perceptive of unusual or suspicious conditions
- submission of weekly logs via email to primary contact identified by County every Monday regarding prior week's site checks
- communication with County identified contact if security officer encounters a situation that results in police interaction
- interact professionally with County staff and clients

B.3 Requirements for unarmed security officers performing walking patrol services shall include, but are not limited to:

- mentally alert and capable of exercising good judgment
- emotional and mentally stable
- certification through the Department of Public Safety Standards (DPSST)
- completion of a minimum of 14 hours of training from DPSST
- proof of a national criminal background check completed by DPSST through the FBI
- have no record of criminal convictions and pass a Criminal History Check at the Oregon State Police level
- present a professional appearance in company provided uniform. At a minimum, Security Officer shall present in a jacket or shirt with company markings
- endorses the Oregon Department of Public Safety Standards and Training and the Private Security Professional Code of Ethics
- not be involved or have immediate family members as clients with Marion County
- possess good people skills.
- read, write, and communicate verbally in English
- be able to stand for a full shift, up to eleven (11) hours, (with appropriate authorized breaks).
- maintain an exceptional attendance record
- deal with and maintain a high degree of confidentiality
- have excellent interpersonal skills, and must work effectively with people of diverse backgrounds
- recognize problem situations and proactively research solutions
- be able to work in a team environment with County staff
- have training in areas identified but not limited to:
  - Sexual Harassment Prevention
  - Work Place Safety
  - De-escalating Confrontations
  - Officer Safety
  - Criminal Laws
  - Search and Seizure
  - Site Assessment
  - Report Writing

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

B.4 The following locations within the County will be serviced under this agreement. The County reserves the right to add and remove locations throughout the County where security may be requested.

#### **Unarmed Security Vehicular Patrol Services**

<b>Address</b>	<b>Hrs/Wk</b>	<b>Time</b>	<b>Day</b>
3878 Beverly Ave. NE (Buildings G, H and I) Salem, OR 97305	*Two (2) vehicular patrol site checks to be conducted during identified times.	7:00 AM – 8:00 AM 5:00 PM – 6:00 PM	M - F

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

**Unarmed Security Services (walking patrol)**

Address	Hrs/Wk	Time	Day
3878 Beverly Ave. NE (Buildings G, H and I) Salem, OR 97305	Two (2) walking patrol site checks to be conducted during identified times.	9:00 AM – 11:00 AM 2:00 PM – 4:00 PM	M - F
2395/2421 Lancaster Ave. Salem, OR 97302	Up to 77.5	7:30 AM – 11:00 PM	M - F
2395/2421 Lancaster Ave. Salem, OR 97302	Up to 27	9:30 AM – 11:00 PM	Sat. – Sun.
2035/2166 Davcor St. Salem, OR 97302	Up to 40	5:00 AM – 11:30 AM 6:30 AM – 10:30 AM	M – Th Sat.

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

See Attachments C-F for weekday procedures, confidentiality agreements, and emergency agreements for security officers at the 2035 and 2166 Davcor St locations.

Unarmed security officer shall not be onsite on the following days that County locations are closed:

New Year's Day; Martin Luther King Day; President's Day; Memorial Day;  
Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Christmas Day

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

Contractor shall submit weekly log of service, including incidents related to property monitoring, by email to the primary contact identified in Section C. SPECIAL REQUIREMENTS i. KEY PERSONS. These logs shall be submitted no later than Monday of the week following the weekly service.

If County needs to contact Contractor for any reason surrounding unarmed security officer monitoring any of the locations identified in this agreement, County shall contact the Contractor contact identified in C. SPECIAL REQUIREMENTS i. KEY PERSONS.

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

**C.1 CRIMINAL HISTORY CHECK.** Contractor shall assure that all staff and volunteers used in any program receiving funding from the OHA, DHS or the Employment Division or is licensed by OHA or the Employment Division complete a criminal history check (Attachment A) per ORS 181.534 through 181.537 and shall not have unsupervised contact with clients prior to approval by the OHA or the Employment Division.

**C.2 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.

**C.3 FALSE CLAIMS, FRAUD, WASTE AND ABUSE.** Provider 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. Provider 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. Provider 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. Provider is required to verify that their staff and Providers are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Provider is required to check the following databases for excluded individuals and entities:

Excluded Parties List System (EPLS) [www.sam.gov](http://www.sam.gov)

**C.4 CONFIDENTIALITY.** Provider agrees to sign and adhere to the Marion County Health Department Confidentiality Statement, attached herein (Attachment B).

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

For Contractor:  
Primary Contact: Bernard Powell  
(p) 503.375.0533  
(e) [bernardpowell.asi@gmail.com](mailto:bernardpowell.asi@gmail.com)

For County:  
Primary Contact: Lisa Duerksen  
(c) 503.569.8987  
(e) [lduerksen@co.marion.or.us](mailto:lduerksen@co.marion.or.us)

Secondary Contact: John Kubasak  
(c) 503.932.5500  
(e) [jkubasak@co.marion.or.us](mailto:jkubasak@co.marion.or.us)

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

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$360,000.00

**A. METHOD OF PAYMENT FOR SERVICES**

County shall pay Contractor monthly for each of the following services:

- Vehicular Patrol \$500.00 for patrol services as outlined in Section 1B above.
- County shall pay Contractor \$21.00 per hour up to but not in excess of one hundred and forty-four (144) hours per week for unarmed security services (walking patrol) for all locations and schedules identified in Section 1B.4 above.

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

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

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

**D. GENERAL PAYMENT PROVISIONS.**

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

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

- Invoice shall be itemized separately by service provided.
- In the event of an incident occurring during the billable month, incident report(s) shall be submitted with monthly invoice.

Invoice shall be submitted only for services provided during the reimbursable month as soon as possible following the close of the reimbursable month.

**Marion County**  
**Attn: Health Department, Accounts Payable**  
**3180 Center St NE Suite 2100**  
**Salem, OR 97301**

## ADDENDUM NO 1

# HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

### INTRODUCTION

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Definitions.

- a. BUSINESS ASSOCIATE shall mean Advanced Security, Inc.
- b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; 1 found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
- c. COVERED ENTITY shall mean MARION COUNTY.
- d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
- e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.
- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.

- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

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

2. Term.

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

3. Limits on Use and Disclosure.

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

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

- (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
  - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
  - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

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

c. Permissible Requests by Covered Entity.

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

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

(a) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(b) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:

(i) The disclosure is Required by Law;

(ii) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

(iii) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(v) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.

b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.

c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure



of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.

- d. **Reports of Breach.** Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. **Subcontractors and Agents.** BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.
- f. **Right of Access to Information.** BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. **Access to Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. **False Claims, Fraud, Waste and Abuse.** BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse.

BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:

Excluded Parties List System (EPLS) [www.sam.gov](http://www.sam.gov)

7. Obligations of COVERED ENTITY.

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

8. Permissible Requests by COVERED ENTITY.

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

9. Security Assurances, the BUSINESS ASSOCIATE will.

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

10. Termination of Contract.

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

11. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.
- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. Qualified Service Organization Contract Provisions.

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

## **Attachment A**

### **Criminal History Check Assurance**

Agency: Advanced Security, Inc.

As a duly authorized representative of the Agency named above, I assure that a Criminal History Records Check has been completed on all of Agency's employees, supervisors, acting in capacity supervisors, temporary staff and volunteers providing services under contract #HE-1585-17 with Marion County, on behalf of the Health Department. This assurance is effective for the term of the contract.

---

Authorized Signature

Date

---

Typed Name and Title of Authorized Official



**Marion County**  
Health Department

## Attachment B

# 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.

Agent Name (Please Print)

Agent Signature

Date

Rev.: 03/13

Department Designee

Date

# Marion County Drug Treatment Weekday Security Procedures

## Attachment C

5:00 am

**Arrive** at 2035 Davcor SE.

**Do not enter** building until you see a staff member from that facility arrive. Once you confirm this you may enter and check in with them. More than likely it will be a nurse.

5:05 am

**Locate and turn on the site phone**, this should be on the cabinet across from the three reception desks. There should never be an incident where an hourly check in is not completed. Two hand held radios can be found on the charger next to where you located the site phone. Activate the radios by pressing the "On" button. Check the radios to see if they are properly charged and are on the proper channel. Place one of the radios on the Nurse Station door where they can see it. This is to maintain proper contact in the event you are needed while you are on the outside of the building doing your morning checks. Enter the above information, your name, On Site Time, check in with Yamasa and any enter pertinent information in your daily log and then proceed with your next duty.

5:15 am

**Begin your prep** for clients to arrive on site. This includes:

- Change calendar date "Near the main entrance"
- Retrieve the 2 newspapers from the front porch and place one in the lobby and the other in the staff break room which is located down the hall on the right from the dosing windows.
- Check the lobby restrooms for contraband, looking inside the toilet tank, the seat cover holders on the wall as well as the baby station located on the wall. Use common sense while performing this task as potential hiding spots can be many.
- Check in at the Nurse Station, Two water bottles that should be sitting on the metal pass through on their door, should be taken to the Dosing windows and placed accordingly.

5:15 am – 5:30 am

**Perform a radio check** with a staff member on duty.

At this point you will be exiting the building and doing a foot patrol of the exterior of the Davcor I building and the Davcor II building.

Each day you will begin your foot patrol in a manner that is **not routine**. Remember, you never know who may be watching you and if someone can predict what you do, then you have become a security risk as well as our client.

Areas to patrol are the immediate area of Davcor I focusing on County Vehicles, which should all be locked and the main entrance and side door of Davcor II. In the event you find an unsecure vehicle or an unlocked door at Davcor II, note it in your daily log as well as informing the receptionist on site so this information can reach the appropriate manager.

You are checking for any signs of unlawful entry or activity which includes, but is not limited to: vandalism, broken windows, etc. Be aware of your perimeter as this is your zone of control. If you are **NOT** aware of what your zone of control is, contact your immediate Security Supervisor or a Marion

## Marion County Drug Treatment Weekday Security Procedures

County Health Department Manager. If you note something that is of immediate danger or a crime in progress outside of your zone of control call 911 and follow up with a written report before the end of your shift as well as notifying Your Immediate Security Supervisor. **YOU ARE NOT** to engage in any activities outside of your zone of control.

**EXAMPLE;** A person sleeping in a dumpster off Marion County Property is not a grave incident and should not involve a call to 911, nor should you approach anyone outside of your zone of control. If you see a suspicious person or activity you may note this in the daily log as well as any further activity.

**REMEMBER,** your main focus is on that of the client's safety and the safety of the property of the Marion County Health Department located at Davcor I and Davcor II and all activities that occur on that property as well as those that enter the premises. If you are outside of your zone of control and an incident occurs on the property that you are assigned to patrol and protect, disciplinary action may follow, which may include immediate termination.

By 5:15 am you should have checked both exteriors of Davcor I and Davcor II, checked all County vehicles, and make note of activities of those clients that are waiting to enter for dosing.

### 5:30 am

**Work Line dosing begins.** At this time you will open the blinds, turn on the lobby lights and unlock the main lobby door. ONLY those authorized for work line will be admitted into the building unless you have been given instruction otherwise. At times you may have someone say they have a group and need to get in right away. In this case check with the receptionist for authorization. Remember, every time you walk away from the client presence you open up the opportunity for illegal activity, don't be distracted and always be aware of your surroundings and those individuals that may purposely try to distract you. It is very easy to be victimized this way.

It will not be necessary for you to remain inside the lobby 100% of the time. It is however advisable to maintain an open ear and eyes policy. Keep your ears open for the noise level inside the building, keep an eye on those you are watching as they enter the building. Make contact with the receptionists regularly and check to see if they wish for you to remain inside the lobby, In the event that your presence is not needed station yourself outside the main entrance door and open said door for arriving clients as needed.

This is not a requirement, more of a courtesy and it will give you the opportunity visually inspect the lobby for noise level and overflow issues. Overflow, meaning, too many people standing inside the lobby, this can be a problem at times. If this occurs you may ask for instruction from the MCHD Staff on duty.

***Did you check with Yamasa?***

### 6:00 am

**Regular dosing begins.** The reception staff may ask that you remain inside the lobby for a short while and if this is requested, good placement is near the reception window that is closest to the phone that hangs on the wall for client use.

If your presence is not required inside, then maintain a post at the main entrance until client traffic flow subsides. Keep in mind that as you are monitoring client traffic flow you will need to keep focus on vehicle traffic flow through the parking lot as well. Drivers are not permitted to enter the building to call out names of clients they are there to pick up. If a driver asks to use the restroom this may be granted but they are **NOT** to remain inside the building. The parking lot can get very crowded very fast with both pedestrians and vehicles. If a driver is parked in front of the building outside of a marked parking stall,



## **Marion County Drug Treatment Weekday Security Procedures**

politely ask them to park in a stall until their client is ready to be picked up. No orders can predict what each day may bring; these guidelines are for your information and as tools to aid in your everyday activities. BE SAFE.

### 7:00 am

**Has Yamasa called you or have you called them?** Remember, there should never be an incident when an hourly check has not been completed.

At this time of the morning you should be able to see times when you would be able to walk through the parking lot and perimeter of Davcor I, to assure there has not been any unlawful activity such as vandalism etc. If you should happen to discover what looks like it may be a misplaced or lost "DOSE" immediately notify over the radio to the receptionist that you may have located such. **Do not touch it**, a MCHD staff will be notified and will respond. Your responsibility will be to maintain that item; you are not to move it unless instructed to by the appropriate MCHD staff. As long as there is a flow of clients through the main door, you stay in the area.

### **BREAK**

You may take a break when time allows, but not to exceed 15 minutes. Ask MCHD staff where an appropriate smoking location may be found.

Smoking with clients, **IS NOT AN OPTION!**

### 8:00 am

Call and check in with **The Marion County Courthouse Supervisor**, located within the contacts in your site phone. **503-793-0177** remember to check in **every hour** until the end of your shift at which point you will notify the Marion County Security supervisor that you will be off site and off duty.

### **8:00 am – 11:30 am Monday through Thursday & Until MD completes all appointments**

#### **Dispensary is closed on Friday**

During these hours you will maintain constant visual surveillance of the inside lobby, parking lot activities, client movement, vehicle movement. Clients are to dose and leave unless their ride is not expected for longer than 10 minutes. Those clients are instructed to wait in the lobby. If this becomes a problem, inform a MCHD staff member and they will instruct you what to do. Security is not there to be a heavy hand; we will not treat the clients of MCHD with disrespect or demean them in any way. Your duties are that of security and must relate to security nature. Keep all conversations and interactions with customers of the Marion County Health Department professional and clinic related.

### **CLOSE OF THE SHIFT**

Ask the receptionist if they would like for you to lock the main door. This will usually be the case but sometimes a late dose may be coming in and this would be an exception, but not a frequent occurrence.

At the end of the dosing you will return the two water bottles you placed early back to the

Nurse Station. Be sure to check with the Nurse on duty to see if any escort is needed as this will sometimes be the case and you will accompany the nurse to the jail, etc.

## **Marion County Drug Treatment Weekday Security Procedures**

Before you leave you will make one final pass around the exteriors of Davcor I and II. Check for left behind items in the restrooms and "CONTRABAND" around both sites.

Make entries in the daily log as they occur and any further activities that may be pertinent. You will retrieve the radio from the receptionist, turn the power of those two units, OFF and place them on the charger. You will then call and notify The Marion County Courthouse Supervisor that you are,

**"GOING OFF SITE AND OFF DUTY".**

# **Marion County Drug Treatment Weekend Security Procedures**

## **Attachment C2**

Many of the duties performed on the weekend are the same as during the weekday procedures, be sure to read those as well as you will note that times differ as well as some procedures.

### 6:30 am

Arrive at 2035 Davcor SE. Do not enter the building until you see a member of that facility arrive. This building has an internal alarm and you are not provided with that code. Once you confirm that a MCHD staff member is on site, you may enter and check in with them. To enter the building you will use a pass code for the door entry in the rear of the building. On occasion this pass code may change. If you encounter difficulties contact your immediate Security Supervisor.

### 6:45 am

Locate the Security binder which is currently black in color which includes daily log, timesheets, etc. and is located inside the cabinet near the reception area just to the right as you walk inside the building from the rear.

Locate the Security Timesheet and log your time in at 7:00a.m.

You will then turn on the two hand held radios used for communication between you and the MCHD staff if need be. Give one of the two radios to the receptionist on duty for that day. Make sure that the channel is set to, "6" then perform a radio check.

Next you will turn on the site cell phone and check in with Yamasa dispatch, remembering to do this every hour and indicating that you are, "Code 4" which indicates you are alright and not in peril.

If the nurse is on site and has the nurses' station open you will take one or two water bottles and place them at the dosing windows.

Make sure to do a walkthrough of the restrooms checking for contraband and the overall condition of the restroom. Note any discrepancies in your daily log as well as reporting them to the onsite MCHD staff.

Change the calendar date, located next to the main entrance.

Once you have performed these pre-opening procedures you will then proceed outside and perform an exterior check of the Davcor site making sure to check all county vehicles and assuring they are secure.

Should you find an unsecure vehicle make note of this on your daily log as well as reporting this to the receptionist on duty.

It will not be uncommon for you to see people waiting outside; these are generally clients waiting to dose or attend morning groups. Be aware of your surroundings and those in your zone of control. remember, the safety of yourself and for the MCHD and their clients.

## **Marion County Drug Treatment Weekend Security Procedures**

Once you have completed an exterior check of Davcor One, proceed to the Davcor Two building. While checking this site you will check the main entrance door and the one on the side where the keypad for entry will be located. There should be no reason for you to enter the building through this door but should you be asked to do so the code will be the same as it is for Davcor One.

Remember to note any signs of unlawful entry or vandalism in your daily log.

At this time of the morning on the weekends there will more than likely be no staff at this site until later in the morning. Should you encounter that someone is inside and the main door is unlocked, verify the identity of this person and make note of it in your daily log. Be aware that this building sometimes has been found unsecure, if you believe that this is an unlawful entry, immediately call 911

After completing your rounds, proceed back to Davcor One where you may see a morning newspaper near the main entrance outside, retrieve this and take it inside the building and place one copy in the lobby and the other, if there is one, inside the employee break room.

6:55 am

Make sure to turn on the lobby lights, the hallway lights prior to opening the main entrance door.

7:00 am

Open the blinds, Open the main lobby after approval from the nursing staff indicating that they are ready for dosing to begin.  
work line only

7:00 am

Work line dosing will occur only between 7:30a.m. & 7:45a.m.

This can be a confusing and hectic time, it will be best that you station yourself outside the main entrance to monitor the flow of client traffic into the lobby. Keep in mind that you will not be able to fit all the work line clients in the lobby at the same time. As this is a 15 minute time frame in most cases the flow goes through quickly. You may have to remind the clients who are waiting outside that this line is for WORKERS only! ALSO, you will have clients who will have group sessions at this time, they are not allowed to DOSE at this time and will have the opportunity after they attend group.

7:30 am

Regular dosing begins. This time may not be exact on occasion as delays can occur during Work Line. It is best to maintain communication with the receptionist in regard to client traffic in the main lobby. At times you may be asked to stay inside the building, positioning yourself aside the reception desk near the telephone on the wall. This gives you an overall good view of the dosing hallway, the reception desk as well as maintaining an orderly lobby area, with your physical presence.

7:45 am

Proceed outside and monitor vehicle traffic and client activities in the parking lot in and around the

## **Marion County Drug Treatment Weekend Security Procedures**

premises As with all times listed here, this may vary. You will have "Drivers" of various companies approach you asking for the client they are there to pick up. It is not advisable to yell out client names for privacy reasons. If you need to ask a client their name in order to determine their identity for their driver, please do it in a low tone as to protect that identity.

From this point on maintain a high level of visible security and excellent customer service skills. The parking lot can be very busy at times, your attention to all that is occurring around you is very important.

Do not engage in lengthy conversations with clients as this takes your attention away from your duties here. Vehicular traffic is and can be of concern. Report any ON SITE concerns to the onsite MCHD staff as well as your immediate Security Supervisor if need be as well as documenting in the Daily log. *(Did you check in with Yamasa?)*

### 10:00 am

Close the lobby blinds and lock the main entrance door. Dosing is closed in certain situations you may be asked to stand by as an approval for a late dose is still pending. Follow the lead of the MCHD staff in this case. Return the water bottles to the nurses' station door.

Continue parking lot patrol.

### 10:00 am

Open the main lobby doors again as there are groups starting at 10:00a.m. Finish out the day with a final exterior check of both Davcor One and Davcor Two. Check the restrooms one final time and check through the lobby for anything out of the ordinary.

Check with the nurse on duty to see if an escort is needed.

Retrieve the hand held radio from the receptionist, make sure it is turned off and placed back on the charger as well as the one you are using.

Notify Yamasa dispatch that you are going off site and off duty. Turn the phone off and plug it back into the charger.

Make final documentation in your daily log and return the binder to the cabinet where you first located it.

### 10:30 am

Off Duty



# **Marion County**

OREGON

## **HEALTH DEPARTMENT**

### **Attachment D**

#### **BOARD OF COMMISSIONERS**

Sam Brentano  
Janet Carlson  
Kevin Cameron

#### **Alcohol and Drug Treatment Services**

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

#### **ADMINISTRATOR** Roderick P. Calkins, PhD

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

#### **ADMINISTRATION** (503) 588-5357 FAX (503) 364-6552

**Health & Services Building**  
3180 Center Street NE  
Salem, Oregon 97301-4592  
[www.co.marion.or.us](http://www.co.marion.or.us)

\_\_\_\_\_  
**On-site Security Staff Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Staff Signature**

\_\_\_\_\_  
**Date**





# Marion County

OREGON

## HEALTH DEPARTMENT

### Attachment E

#### BOARD OF COMMISSIONERS

Sam Brentano  
Janet Carlson  
Kevin Cameron

#### ADMINISTRATOR Roderick P. Calkins, PhD

ADMINISTRATION  
(503) 588-5357  
FAX (503) 364-6552

Health & Services Building  
3180 Center Street NE  
Salem, Oregon 97301-4592  
www.co.marion.or.us

### Visitors Confidentiality Agreement Marion County Drug Treatment Program

Marion County Drug Treatment has specific confidentiality requirements that are Consistent with Federal regulations. Staff and visitors to the client areas must conform to those policies that are designed to insure the privacy of individuals who are in the program.

1. Only visitors who have official business and who have been authorized by Marion County Drug Treatment staff will be allowed in the client areas of the clinic.
2. The identity or information pertaining to any client in the program may not be revealed to any source without specific written permission of the client.
3. Staff is prohibited from responding to any inquiries about clients without specific written consent to release information.

I understand and agree that any information disclosed to me while I am visiting or assisting at the Marion County Drug Treatment Program is confidential and Federal Law (CFR-42, Part 2) prohibits me from making any disclosure of such information without the written consent of the person to whom the information pertains.

I acknowledge these confidentiality requirements and agree to adhere to them.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Expiration date: \_\_\_\_\_

\* Pursuant to the Authority of Section 408 of the Drug Abuse Office and Treatment Act of 1972 as amended by Public Law 93-282 (21 U.S.C. 1175) and Section 333 of, the Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment, and Rehabilitation Act of 1970 as amended by Public Law 93-282 (42 U.S.C. 4582).





## **Attachment F**

### **HEALTH DEPARTMENT BEHAVIORAL EXPECTATIONS**

***Health Department Mission Statement:*** *In collaboration with community partners, provide and purchase high quality services that promote individual and community health to all people in Marion County*

***All Health Department employees will demonstrate and be held accountable for the following behavioral expectations.***

#### **Accountability:**

- Be dependable and productive in the fulfillment of job duties
- Adhere to all policies of Marion County and Marion County Health Department, and to the standards of their professional discipline
- Conduct themselves in a manner consistent with the Vision and Mission of Marion County Health Department

#### **Customer Service/Public Image:**

- Conduct themselves in a kind, courteous, professional, and respectful manner to customers, co-workers, staff, supervisors, managers, external partners, and the public
- Create and maintain positive relationships and public image
- Respect client rights and confidentiality
- Respond promptly to phone calls, e-mail, written correspondence, and other requests in accordance with County policy
- Provide timely and accurate information and services
- Know what services are provided by Marion County Health Department and other agencies, to refer clients/customers appropriately
- Build collaborative and productive work relationships with partners and community stakeholders
- Dress appropriately to job function

#### **Professionalism/Work Habits:**

- Maintain a positive contribution in job position
- Conduct themselves according to the highest ethical standards and promote an environment of public trust that is free from conflicts of interest, fraud, abuse of authority, and misuse of public property
- Refrain from behaviors, actions, or language constituting workplace or sexual harassment, or bullying
- Conduct business and complete tasks efficiently to minimize waste and duplication
- Treat all people with courtesy, dignity, and respect
- Maintain punctual and regular work attendance and use work time effectively
- Follow through on commitments and timelines
- Treat mistakes as opportunities to learn, while still maintaining accountability
- Provide accurate, complete and timely payroll information, e.g., timesheets, leave requests, etc.
- Use information technology provided by Marion County to efficiently carryout job responsibilities
- Comply with program, department and county policies, procedures and protocols
- Comply with Marion County Non-discrimination policy and Nepotism policy
- Refrain from sexual misconduct with co-workers, subordinates, clients or in any work-related relationships
- Use good judgment in decision-making
- Comply with all laws and follow safety guidelines and policies

#### **Teamwork/Cooperation:**

- Provide and receive direct and constructive feedback to and from co-workers
- Respond to change in a flexible, productive manner
- Create, listen to, and consider new ideas
- Openly and respectfully discuss problems and disagreements and work towards solutions
- Actively contribute and collaborate to achieve team and organizational outcomes
- Participate in and contribute to data informed decision making
- Support decisions regardless of whether they are consultative, command, or consensus
- Cooperate and collaborate within teams, between teams and with internal customers
- Work as a team and share information

#### **Initiative/Continuous Improvement:**

- Take responsibility and action to gain new skills and knowledge
- Continuously seek ways to improve quality services, processes, and systems and share with and/or implement through management
- Take initiative to make work environment, relationships, quality and service better