

# Contract Review Sheet

**HE-5414-23**

 Contract for Services #: HE-5414-23 Amendment #: \_\_\_\_\_

 Contact: Meuy Saechao Department: Health and Human Services

 Phone #: (503) 584-4897 Date Sent: \_\_\_\_\_

 Title: MCHHS Providing PCC Crisis Services

 Contractor's Name: Legacy Silverton Medical Center

 Term - Date From: July 1, 2023 Expires: June 30, 2026

 Original Contract Amount: \$120,000.00 Previous Amendments Amount: \$0.00

 Current Amendment: \$0.00 New Contract Total: \$120,000.00 Amd% 0%
 Incoming Funds   
  Federal Funds   
  Reinstatement   
  Retroactive   
  Amendment greater than 25%

 Source Selection Method: 50-0160 Health Provider Contracts
**Description of Services or Grant Award**

The County's Health and Human Services Department's (MCHHS) Psychiatric Counseling Center (PCC) agrees to provide crisis services for Legacy Silverton Medical Center. MCHHS PCC agrees to be available for face-to-face screenings, seven (7) days a week, from 9 pm until 8 am the next day, with no provision for phone screenings. PCC staff shall respond in person to the Hospital within two (2) hours of Hospital's request.


 Desired BOC Session Date: 8/2/2023 BOC Planning Date: 7/20/2023


 Files submitted in CMS: 7/12/2023 Printed packet & copies due in Finance: 7/18/2023


 BOC Session Presenter(s) Anne Oscilia
**FOR FINANCE USE**

 Date Finance Received: 7/6/2023 Date Legal Received: \_\_\_\_\_

 Comments: Y
**REQUIRED APPROVALS**

 DocuSigned by:  
  
C6B2F2DF267F44...  
 Finance - Contracts                      Date                      7/7/2023

 DocuSigned by:  
  
58101FB1DB04400...  
 Contract Specialist                      Date                      7/17/2023

 DocuSigned by:  
  
D0CEC5B04B9E483...  
 Legal Counsel                      Date                      7/14/2023

 DocuSigned by:  
  
DC46264248DE4EC...  
 Chief Administrative Officer                      Date                      7/14/2023



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 2, 2023

Department: Health & Human Services Agenda Planning Date: July 20, 2023 Time required: 10

Audio/Visual aids

Contact: Meuy Saechao Phone: 503-584-4897

Department Head Signature: Ryan Matthews (DocuSigned by: Ryan Matthews)

TITLE Legacy Silverton Medical Center: HE-5414-23

Issue, Description & Background The County's Health and Human Services Department's (MCHHS) Psychiatric Counseling Center (PCC) agrees to provide crisis services for Legacy Silverton Medical Center.

Financial Impacts: The total not to exceed the contract amount \$120,000.00.

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

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

Recommendation: Health and Human Services Department recommends approval of Legacy Silverton Medical Center, HE-5414-23

List of attachments: Legacy Silverton Medical Center, HE-5414-23

Presenter: Anne Oscilia

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

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

## REQUEST FOR AUTHORIZATION OF CONTRACT HE-5414-23

**Date:** June 28, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Meuy Saechao

**I. Subject:** Retroactive

The Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Legacy Silverton Medical Center (LSMC) for MCHHS Providing PCC Crisis Services with a value of \$120,000.00 and will be effective retroactive to 7/1/2023 upon approval.

**A. BACKGROUND**

Health Provider Contracts agreement between MCHHS and Legacy Silverton Medical Center to provide crisis services. Legacy Silverton Medical Center's contract will expire on 6/30/2023 and services would need to be continued.

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

MCHHS submitted the draft agreement to LSMC on April 26, 2023 to review Statement of Works and expectation contract amount. On May 4, 2023 LSMC confirmed and approved the term and contract amount. MCHHS received a revised contract from LSMC's legal department for changes. The agreement was submitted in Contract Management System on June 20, 2023 for review and approval before county signatures. The agreement is set for Board Session on August 2, 2023.

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

It is the goal of the MCHHS to involve all necessary departments and contractors as part of the contract review and drafting process. The MCHHS will continue to plan accordingly and start the contract process sooner to ensure contract changes can be made in a timely manner.

**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 \$120,000.00 Program / Account PCC (2360)/347403

3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:

a. Amount: \$\_\_\_\_\_

b. Managed with anticipated savings– explain why and from what costing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Will require a supplemental budget request – provide the expected funding source and costing:

i. Funding Source: \_\_\_\_\_

ii. Costing: \_\_\_\_\_

Submitted by:

DocuSigned by:  
*Meuy Saechao*  
58191FB1DB94499...

Meuy Saechao  
Health and Human Services

Reviewed by:

DocuSigned by:  
*Camber Schlag*  
C5B2F3DF257E444...

Contracts & Procurement

Acknowledged by:

DocuSigned by:  
*Ryan Matthews*  
7D28A787656F458...

Department Head

Acknowledged by:

DocuSigned by:  
*Jan Fritz*  
DC16361248DE4EC...

Jan Fritz, CAO

**MARION COUNTY  
CONTRACT FOR SERVICES  
HE-5414-23**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Silverton Health d/b/a Legacy Silverton Medical Center, a non-profit Hospital hereinafter called Contractor.

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

**1. TERM**

This Contract is effective retroactive to July 1, 2023 after signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2026**. The parties may extend the term of this Contract.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$120,000.00. Contractor will not pay County 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 County performs Work subject to the amendment.
- B. Interim payments to County 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, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

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

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

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

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

**5. TIME IS OF THE ESSENCE**

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

**7. INTENTIONALLY DELETED**

**8. INTENTIONALLY DELETED**

**9. ACCESS TO RECORDS**

If required by law, the Comptroller General, Department of Health and Human Services (DHHS) and their duly authorized representatives shall have access to the Agreement and records for all times covered

by the Agreement necessary to verify the nature, extent and costs of performance by County and included in Silverton's cost report, both during and for four (4) years after the Agreement terminates. This access shall be provided in accordance with the provisions of Public Law 96-499, Omnibus Reconciliation Act of 1980 as amended. If County carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records. This provision shall survive the termination of this Agreement.

#### **10. REPORTING REQUIREMENTS**

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

#### **11. CONFIDENTIALITY OF RECORDS**

- A. County shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with the Contractor 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 Contractor, 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. INTENTIONALLY REMOVED
- 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. Either party in its sole discretion may terminate this Contract for any reason on 30 days written notice to the other party.
- 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 following exhibits constitute the entire agreement between the parties:

Exhibit A – Statement of Work

Exhibit B – Addendum to Contract for Services

- 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 Contractor due to a breach by the County, Contractor 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 County shall pay to Contractor the amount of the reasonable excess.

- B. In addition to the remedies in sections 13 and 14 for a breach by the County, Contractor also shall be entitled to any other equitable and legal remedies that are available.
- C. If Contractor breaches this Contract, County’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE**

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

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

- Required by County**  **Not required by County.**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

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

- Required by County**  **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an

occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

**Required by County**  **Not required by County.**

**Minimum Limits:**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

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

**Required by County**  **Not required by County.**

**Minimum Limits:**

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

B. **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.

C. **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.

D. **SELF-INSURANCE.** Contractor may self-insure any coverages required hereunder.

**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:  
Legacy Silverton Medical  
342 Fairview St  
Silverton, OR, 97381  
Name: Ginger Henry  
Email: giahenry@lhs.org

To County  
Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309

**25. SURVIVAL**

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

**26. SEVERABILITY**

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

**27. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
  - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
  - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods delivered to the County under this Contract, and Contractor’s Services rendered in the performance of Contractor’s obligations under this Contract, shall be provided to the County free and

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

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

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

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature: *Ryan Matthews* 7/12/2023  
DocuSigned by: Ryan Matthews, Administrator

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

Authorized Signature: *Ann Marie Bandfield* 7/12/2023  
DocuSigned by: Ann Marie Bandfield, Health Prog Manager

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

Authorized Signature: *Jan Fritz* 7/14/2023  
DocuSigned by: Jan Fritz, Chief Administrative Officer

Reviewed by Signature: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: *Jane E Vetto* 7/14/2023  
DocuSigned by: Jane E Vetto, Marion County Legal Counsel

Reviewed by Signature: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: *Camber Schlag* 7/7/2023  
DocuSigned by: Camber Schlag, Marion County Contracts & Procurement

Service Code: 190-25-21-215-2360-347403-000000-000

**LEGACY SILVERTON MEDICAL CENTER SIGNATURE**

Authorized Signature: \_\_\_\_\_  
 Angelique Vuilleumier \_\_\_\_\_ Date \_\_\_\_\_

Title: Dir. Supply Chain Solutions

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

**A. GENERAL INFORMATION**

The County's Health and Human Services Department's (MCHHS) Psychiatric Counseling Center (PCC) agrees to provide crisis services for Legacy Silverton Medical Center.

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

MCHHS PCC agrees to be available for face-to-face screenings, seven (7) days a week, from 9:00 pm (PST) until 8:00 am (PST) the following day, with no provision for phone screenings. PCC staff shall respond in-person to Legacy Silverton Medical Center within two (2) hours of Contractor's request. PCC staff shall respond in person to Legacy Silverton Medical Center within two (2) hours of Contractor's call, as available and weather/road conditions allow.

**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.

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

**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 **\$120,000.00**.

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

Silverton shall pay County a fixed rate of \$2,500.00 per month for Capacity costs. Silverton shall pay County at the rate of \$69.87 for the first three (3) hours of requested services, plus mileage, calculated on a door-to-door basis (PCC door to the destination and return to PCC's door), will be paid upon invoice. Mileage shall be reimbursed at the standard IRS mileage rate for business use of an automobile. Should the crisis service extend beyond the initial three (3) hours, services will be billed at \$23.29 per hour, which will include transportation time. The three (3) hour unit is based on the assumption that the screening and discharge will occur within one (1) hour.

B. BASIS OF PAYMENT FOR SERVICES.

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

C. EXPENSE REIMBURSEMENT. Contractor will not reimburse County 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.

**Legacy Silverton Medical Center  
342 Fairview Street Silverton, OR 97381  
ATTN: Accounts Payable**



## **EXHIBIT B**

### **ADDENDUM TO CONTRACT FOR SERVICES**

#### **RECITALS**

The parties acknowledge that The Joint Commission requires that hospitals such as Contractor ensure that services provided by clinical services providers such as County are provided in a manner that permits Contractor to comply with all applicable conditions of participation and standards for the contracted services and that such services are provided in a safe and effective manner.

#### **AGREEMENT**

The parties agree as follows:

1. KPI's
  - a. Response Time, 98% less than 2 hours from request to first patient face to face interaction
  - b. County can provide written evidence of staff servicing Legacy Health of current license(s)/certificate dates.
2. Risk. County will report any actual or near miss occurrences to the unit manager or director in a manner consistent with Contractor policies. County will participate in any investigations related to County's services as requested.
3. Safety: As applicable, County uses appropriate devices/equipment to decrease risks to patient and staff. County will periodically inspect and evaluate all equipment to determine whether in County's reasonable opinion it is being maintained in a safe condition and being utilized in a safe and efficient manner. County will provide services and document services provided in accordance with state laws and The Joint Commission (TJC) standards; follow all Legacy Health organizational policies; and applicable Medical Staff Bylaws/Rules and Regulations.
4. Documentation and Review. County will provide Contractor with reasonable documentation supporting County's compliance with this Addendum. Such documentation will be provided as follows: Monthly PowerPoint compliance reports. Additionally, County will participate in periodic performance reviews, to occur no more frequently than once every twelve (12) months.
5. Except as expressly amended herein, the Agreement is hereby ratified and remains in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment will govern. This Amendment may be signed in counterparts and/or by facsimile.