



# Contract Review Sheet

SO-5440-23 (1)

Contract for Services #: SO-5440-23 Amendment #: 1

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 373-4402 Date Sent: Monday, January 29, 2024

Title: Justice Reinvestment Initiative Services - SB 416

Contractor's Name: Bridgeway Recovery Services, Inc.

Term - Date From: July 1, 2023 Expires: June 30, 2025

Original Contract Amount: \$ 376,156.00 Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$ 40,000.00 New Contract Total: \$ 416,156.00 Amd% 11%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO1304-23

### Description of Services or Grant Award

Bridgeway Recovery Services provides treatment services to non-violent property and drug clients under Marion County Sheriff's Office supervision.

Amendment #1 will add \$40,000.00 to this contract due to actual Criminal Justice Commission grant funding award being more than anticipated when the contract was originally drafted and approved.

Desired BOC Session Date: 3/13/2024 Files submitted in CMS for Approval: 2/21/2024

Agenda Planning Date: 2/29/2024 Printed packets due in Finance: 2/27/2024

Management Update: 2/27/2024 BOC upload / Board Session email: 2/28/2024

BOC Session Presenter(s) Commander Mike Hartford

### 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: Wednesday, March 13, 2024

Department: Sheriff's Office

Title: Amendment #1 for the Contracts for Services with Bridgeway Recovery Services

Management Update/Work Session Date: Tuesday, February 27, 2024 Audio/Visual aids

Time Required: 5 mins Contact: Kristy Witherell Phone: x4402

Requested Action: Staff recommends approving amendment #1 to the contract for services with Bridgeway Recovery Services in the amount of \$40,000 for a contract total of \$416,156.00 to provide treatment services to Marion County Correctional clients under supervision through June 30, 2025.

Issue, Description & Background: Bridgeway Recovery Services provides treatment services to non-violent property and drug correctional clients under Marion County Sheriff's Office supervision.  
The Criminal Justice Commission awarded grant funds to Marion County for the Justice Reinvestment Program. Amendment #1 of this contract is adding \$40,000 in funds due to the actual grant funds being more than anticipated when the contract was originally drafted and approved.

Financial Impacts: Adding \$40,000 to the contract with a contract total of \$416,156.00

Impacts to Department & External Agencies: The CJC grant program financially supports Oregon localities that are reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

List of attachments: BOC Agenda Review Form, Contract Review Sheet, Amendment #1, Attachment B, Original Contract

Presenter: Commander Mike Hartford

Department Head Signature: DocuSigned by: *Jay Bergmann*  
#j360589c95d420



**AMENDMENT 1 to SO-5440-23  
the CONTRACT FOR SERVICES  
between**

**MARION COUNTY and BRIDGEWAY RECOVERY SERVICES, INC.**

This Amendment No. 1 to the Contract for Services (as amended from time to time, the “Contract”), dated July 01, 2023 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Bridgeway Recovery Services, Inc., hereafter called Contractor.

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

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$416,156.00 ~~\$376,156.00~~.

**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 \$416,156.00 ~~\$376,156.00~~.

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

County shall pay contractor a monthly not-to-exceed \$18,339.83 ~~\$15,673.17~~, for completing all Services required under this Contract as listed in Attachment B. This rate is based upon the total number of up to 60 monthly client referrals to Bridgeway Recovery Services by the Marion County Sheriff’s Office Community Corrections Division.

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: \_\_\_\_\_  
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

**BRIDGEWAY RECOVERY SERVICES, INC. SIGNATURE**

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

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

### Bridgeway Recovery Services SB416 Attachment B - Payment Schedule and Budget

Original	\$376,156.00
Amendment 1	\$40,000.00
Contract Total	\$416,156.00

#### Fiscal Year 2023-24

July	\$15,673.17
August	\$15,673.17
September	\$15,673.17
October	\$15,673.17
November	\$15,673.17
December	\$15,673.17

January	\$15,673.17
February	\$15,673.17
March	\$15,673.17
April	\$18,339.83
May	\$18,339.83
June	\$18,339.83

#### Fiscal Year 2024-25

July	\$18,339.83
August	\$18,339.83
September	\$18,339.83
October	\$18,339.83
November	\$18,339.83
December	\$18,339.83

January	\$18,339.83
February	\$18,339.83
March	\$18,339.83
April	\$18,339.83
May	\$18,339.83
June	\$18,339.83

## Contract Review Sheet

**SO-5440-23**

Contract for Services #: SO-5440-23 Amendment #: \_\_\_\_\_

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 365-3179 Date Sent: Monday, June 5, 2023

Title: Justice Reinvestment Initiative Services - SB 416

Contractor's Name: Bridgeway Recovery Services, Inc.

Term - Date From: Execution Expires: June 30, 2025

Original Contract Amount: \$376,156.00 Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \_\_\_\_\_ New Contract Total: \$376,156.00 Amd% \_\_\_\_\_

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO1304-23

**Description of Services or Grant Award**

Bridgeway Recovery Services, Inc. shall provide 20% of up to 1.0 FTE Supervisor, 1.0 FTE Certified Alcohol & Drug Counselor (CADC) that shall provide assessment, individual treatment and group treatment for participants in treatment for substance abuse. They will also monitor progress, provide random drug testing to assure abstinence and employ evidence-based treatment practices. 1.0 FTE Alcohol and Drug (A&D) Mentor that shall provide individual service and support to those who meet criteria by: assisting with housing needs, assisting with job search, assisting with transportation to critical appointments, life skills coaching, and facilitating recovery focused group sessions.

The contract total is for \$376,156 through June 30, 2025. The contract is written with options to renew in two-year increments through June 30, 2029

Desired BOC Session Date: 6/28/2023 BOC Planning Date: 6/15/2023

Files submitted in CMS: 6/7/2023 Printed packet & copies due in Finance: 6/13/2023

BOC Session Presenter(s) Undersheriff Wood, Commander Bergmann

**FOR FINANCE USE**

Date Finance Received: 6/9/2023 Date Legal Received: \_\_\_\_\_

Comments: Y

**REQUIRED APPROVALS**

DocuSigned by:  
*Camber Schlag*  
C592F0E757E44  
 6/9/2023  
 Finance - Contracts Date

DocuSigned by:  
*Janice E. Vetto*  
D01EC5E049E4B3  
 6/13/2023  
 Legal Counsel Date

DocuSigned by:  
*Kristy Witherell*  
81945E054DE41E8  
 6/13/2023  
 Contract Specialist Date

DocuSigned by:  
*Jan Fritz*  
D018261244DE4EC  
 6/13/2023  
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 28, 2023 June 21, 2023

Department: Sheriff's Office Agenda Planning Date: 6/15/2023 Time required: 10 min

Audio/Visual aids

Contact: Kristy Witherell Phone: x4402

Department Head Signature: [Signature of M. Wood]

TITLE Consider approval of the Contract for Services with Bridgeway Recovery Services, Inc. in the amount of \$376,156 to provide treatment services to non-violent property and drug clients through June 30, 2025.

Issue, Description & Background Marion County Sheriff's Office opened a solicitation seeking services for the Justice Reinvestment Program - Recovery and Mentoring Services. (SO1304-23) The Request for Proposals closed with three successful vendors that were awarded contracts. In the solicitation, it requires that the contract terms will be for two years, with the option to renew every two years through June 30, 2029. Bridgeway Recovery Services, Inc. shall provide 20% of up to 1.0 FTE Supervisor. 1.0 FTE Certified Alcohol & Drug Counselor (CADC) that shall provide assessment, individual treatment and group treatment for participants in treatment for substance abuse. They will also monitor progress, provide random drug testing to assure abstinence and employ evidence-based treatment practices. 1.0 FTE Alcohol and Drug (A&D) Mentor that shall provide individual service and support to those who meet criteria by: assisting with housing needs, assisting with job search, assisting with transportation to critical appointments, life skills coaching, and facilitating recovery focused group sessions.

Financial Impacts: The total amount of this contract is \$376,156, for the 2023-2025 biennium.

Impacts to Department & External Agencies The Justice Reinvestment Program helps by reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

Options for Consideration: 1. Approve the Contract for Services with Bridgeway Recovery Services, Inc. 2. Deny the Contract for Services with Bridgeway Recovery Services, Inc. 3. Take no action at this time.

Recommendation: Staff recommends option 1, that the board approve the contract for services with Bridgeway Recovery Services in the amount of \$376,156 to provide treatment services to non-violent property and drug clients through June 30, 2025.

List of attachments: Board Agenda Review Form, Contract Review Sheet, and Contract.

Presenter: Undersheriff Wood, Commander Bergmann

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

DocuSign Envelope ID: 24CCAEC3-3A12-48BA-A82A-117AC7B852F1

DocuSign Envelope ID: 93A232AE-86CF-4E23-9110-678B76D8C592



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

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Copies to:

Jay Bergmann, [jbergmann@co.marion.or.us](mailto:jbergmann@co.marion.or.us)  
Kristy Witherell, [kwitherell@co.marion.or.us](mailto:kwitherell@co.marion.or.us)



**MARION COUNTY  
CONTRACT FOR SERVICES  
SO-5440-23**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Bridgeway Recovery Services, Inc., a Nonprofit hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Statement of 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 **June 30, 2025**. The parties may extend the term of this Contract in two-year increments provided that the total Contract Term does not extend beyond **June 30, 2029**.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$376,156.00. 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.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

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

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

**3. COMPLIANCE WITH STATUTES AND RULES**

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

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

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

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

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.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 Contractor, in an amount equal to State's setoff right, without penalty; and
  - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. 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 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. 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. **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

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

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

**Minimum Limits:**

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

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the

policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**24. NOTICE**

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

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

To Contractor:

Bridgeway Recovery Services, Inc.  
250 Church St SE, Suite 202  
P.O. Box 17818  
Salem, OR, 97305

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. AMENDMENTS**

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

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

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

B. Unanticipated Amendments

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

**28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to 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/granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to 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.

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

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

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Columbillo 6/21/2023  
Chair Date

Kir Carr 6-21-2023  
Commissioner Date

Don B 6-21-2023  
Commissioner Date

Authorized Signature: Wood 6/9/2023  
Date

Department Director or designee

Authorized Signature: Jan Fritz 6/13/2023  
Date

Chief Administrative Officer

Reviewed by Signature: Jane E Vetto 6/13/2023  
Date

Marion County Legal Counsel

Reviewed by Signature: Camber Schlag 6/9/2023  
Date

Marion County Contracts & Procurement

**BRIDGEWAY RECOVERY SERVICES, INC. SIGNATURE**

Authorized Signature: Tim Murphy 6/22/2023  
Date

Title: CEO

## **EXHIBIT A STATEMENT OF WORK**

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

#### **A. GENERAL INFORMATION.**

- i. This contract is established pursuant to ORS 279B.060 and MCPCR 20.0260 and is a result of Request for Proposal.
- ii. The passage of House Bill 3194 (2013) established the Justice Reinvestment Act, which invests in community public safety by controlling growth of Oregon's prison population and diverting drug and property offenders to community-based programs. Public Safety Coordinating Councils apply for state Justice Reinvestment grants each biennium, which reward success through evidence-based corrections programs. Justice Reinvestment Program (JRP) in Marion County supports successful reentry and prison diversion through a continuum of services to address specific criminogenic needs including pre-release reach-ins, case planning, motivational and cognitive programming, treatment, education, employment services, housing, transportation, and other resource access.

The Marion County Sheriff's Office is primarily funded through state monies. Stemming from Senate Bill (SB) 267 (2003 Legislative Session), ORS 182.515-525 requires 75% of state funded correctional programs to be evidence-based. Further, OAR 291-031-0320 requires evaluation of correctional programs for fidelity to the principles of evidence-based practices. The Sheriff's Office uses the Correctional Program Checklist (CPC) and the Risk-Need-Responsivity (RNR) program tool to assess the fidelity of the correctional programs we contract with, and all programs are required to successfully pass a program evaluation with a "high adherence" score of 55-64%.

Built on evidence-based treatment models, the services provided to clients referred to Bridgeway Recovery Services (BRS) include treatment in both individual and group formats with a primary goal of reducing criminal activity, increasing community safety, and motivating clients to embrace an alcohol and drug free lifestyle. BRS shall provide a continuum of care of outpatient treatment for eligible participants. Assessment of criminogenic risk and need will be part of the addiction treatment arena. BRS shall provide mental health assessments and treatment, education, anger management, self-management, and problem-solving skills. Goals include increasing employability, pro-social behavior, enhanced pro-social motivation, pro-social support, self-esteem as well as treatment completion and aftercare. Complementing the direct treatment services will be individual mentoring support to assist in the transition from an incarcerated environment to the community environment. In addition, mentor services will reflect treatment progress and assist to overcome treatment obstacles.

The District Attorney's (DA) office is the referring agency and gatekeeper. The DA's staff uses the Public Safety Checklist (PSC) to determine initial program eligibility. Eligible candidates are referred to the Community Corrections Division of the Marion County Sheriff's Office to schedule a Level of Service/Case Management Inventory (LS/CMI) or Women's Risk Needs Assessment (WRNA) assessment (pre-sentencing). If the case meets certain thresholds and the candidate is selected to participate in the program, the defendant moves through the court process and receives a probation sentence (designated as a SB 416 case).

All program participants shall receive an appropriate level of case management to ensure coordinated delivery of client services. They are supervised using the Effective Practices in Community Supervision (EPICS) model. Participants shall receive evidence-based cognitive, motivation, and substance-use treatment and pro-social mentoring services. The primary goals are enhancing community safety, reducing criminal activity, and assisting people who have alcohol and other drug issues to become and remain drug-free.

In March 2023, the Sheriff's Office solicited a Request for Proposal (RFP) for Justice Reinvestment Program Services, which broke it down by program category for proposal submission; Substance Use Treatment, SB 416, Link Up Program, Family Sentencing Alternative Program (FSAP), Peer Support and Mentoring Services, Transition from Jail to Community (TJC) Program, and Resource and Support Services. The RFP identified that the contract term would be two years, with an option to renew for two more years. The RFP closed on April 7, 2023, with three successful proposers awarded contracts for the above programs.

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

**Program Participants Served**

Contractor shall develop and implement evidence-based strategies to improve the supervision of probationers and reduce recidivism. The program focuses on prison-bound people who commit nonviolent drug and property crimes. The mission of SB 416 is to reduce recidivism, protect the public, and hold clients accountable by providing intensive community supervision, case management, substance-use treatment programming, and mentoring services, as well as direct access to employment services, housing, education, and transportation.

**Staffing**

Contractor shall provide 20% of up to 1.0 FTE Supervisor.

Provide 1.0 FTE alcohol and drug (A&D) Mentor - shall provide individual service and support to those who meet criteria by: assisting with housing needs, assisting with job search, assisting with transportation to critical appointments, providing coaching to individuals in acquiring life skills, facilitating recovery focused group sessions. The mentor shall contact clients at time of program referral to facilitate swift entry into program and continue to support them throughout the duration in which client receives substance abuse treatment.

Provide 1.0 FTE CADC - shall provide assessment, individual treatment, and group treatment for participants in treatment for substance abuse. The CADC shall also monitor progress, provide random drug testing to assure abstinence and employ evidence-based treatment practices.

**Services Provided**

- i. Provide services at the Marion County Transition Center and/or various locations within Marion County.
- ii. Provide staff who can meet certification standards for specific positions. Some positions must meet minimum clearance standards to enter secured facilities.
- iii. Provide extensive initial employee training, feedback, coaching, ongoing training, and fidelity monitoring.

- iv. Provide a continuum of care of outpatient treatment for the eligible participants. Assessment of criminogenic risk and need will be part of the addiction treatment arena and mentoring services in order to reflect treatment progress and treatment obstacles.
- v. Provide mental health assessments and treatment, education, anger management, self-management, and problem-solving skills. Goals include increasing employability, pro-social behavior, enhanced pro-social motivation, pro-social support, self-esteem as well as treatment completion and aftercare. Complementing the direct treatment services will be individual mentoring supports to assist in the transition from an incarcerated environment to the community environment. These activities will include transportation, assistance with housing, job search skills, and treatment adherence as a conduit to the recovery community.
- vi. Provide an evidence-based system of cognitive, pro-social mentoring assistance and substance abuse treatment for adult clients. The primary goals include the desire to enhance community safety, reduce criminal activity and to assist those with alcohol/drug problems to enter and maintain an alcohol and drug free lifestyle.
- vii. In collaboration with the Community Corrections Division of the Sheriff's Office, ensure the target population receives a minimum of 200-300 hours of cognitive based services. All services shall be directed at enhancing corrections client motivation, addressing addiction and criminogenic risk factors, and providing the behavioral skills to lead a clean and sober lifestyle.
- viii. Provide Motivation/Cognitive Program Materials and Urinalysis testing for compliance with abstinence goals.
- ix. Focus on changing from anti-social thinking to pro-social thinking. In addition, teach behavior skills, which are action oriented, and shall reinforce appropriate behavior. Techniques will be based on social learning theory approaches including modeling the new behavior step by step, directed practice of new skills, positive and negative feedback, and recognition of progress.
- x. Provide a continuum of services which assess and address corrections client motivation, criminogenic risks, and addiction needs.
- xi. Contractor shall include relapse prevention services and aftercare services.
- xii. Determine treatment level, duration, and intensity based on generally accepted practices and assessment information obtained during intake.
- xiii. Comply with the Correctional Program Checklist (CPC) and/or Risk-Need-Responsivity (RNR) program tool and show continued improvement in program, specifically working toward/maintaining "high adherence" in the treatment characteristics domain pursuant to ORS 182.515-525 and OAR 291-031-0320.
- xiv. Utilize evidence-based practices as outlined by the CPC and/or RNR program tool.
- xv. Ensure all clients have been referred to or are enrolled in Oregon Health Plan.
- xvi. Contractor shall bill for services not reimbursed under Oregon Health Plan.
- xvii. Provide services that are trauma responsive.
- xviii. Demonstrate an understanding of the characteristics of the population being served, including any structural, cultural, and/or linguistic barriers faced by the population. Work with MCSO to respond to those barriers and provide culturally responsive services to the target population.

**Evidence Based Practices:**

All services provided under this contract will be consistent with the research-based principles for Correctional treatment programs, as recommended by the National Institute of Corrections.

Program interventions shall target dynamic risk factors that can be changed through intervention. At least 80% of the program services and interventions shall target criminal risk factors and more intensive services shall be provided to higher need clients. Examples of targets for change:

- Recognizing and changing antisocial behavior
- Increasing self-control, self-management, and problem-solving skills
- Developing anger management and other emotional regulation skills
- Developing social skills such as assertiveness, conflict resolution, and empathy
- Encouraging pro-social peer associations, while reducing those that are anti-social.
- Providing basic education
- Improving employability
- Planning for relapse prevention

Program interventions will focus on changing thinking or teaching new behavioral skills, will be action oriented, and will reinforce appropriate client behavior. Techniques will be based on social learning theory approaches including modeling the new behavior, step by step and directed practice of new skills, positive and negative feedback, and recognition of progress.

Contractor shall work collaboratively with the Community Corrections Division of the Marion County Sheriff's Office to provide transitional services to participants. Marion County has developed a program that identifies and provides a variety of services to promote effective and safe community reentry and prison diversion.

#### **Reporting Requirements**

Reports are due on a quarterly basis and shall include:

- Name and SID of clients who receive services with treatment transition funds during reporting period
- Attendance records, to include number of hours per service provided
- The service(s) provided to each corrections client during the reporting period (individual sessions, group treatment, mentoring services/activities, assessments, etc.) and who provided the services
- Drug testing dates, results, and method of testing
- Any additional information requested by County to complete requirements of the funding agency, Oregon Criminal Justice Commission (CJC)

In addition, Contractor shall attend monthly staffing meetings and verbally report out on the progress of clients.

#### **Prison Rape Elimination Act (PREA)**

The Marion County Sheriff's Office is committed to complying with all the requirements of PREA (Prison Rape Elimination Act). To protect Adults in Custody (AICs) from sexual abuse and to ensure they get the help they need if they are victimized, PREA requires all contractors and volunteers to receive specialized training on how to recognize the warning signs and how to report a case.

Contractors, employees, and volunteers interact who with AICs shall:

- View the PREA Contractor Training Presentation at the following link  
[https://prezi.com/0ebedyz1xjy/?token=f3d32de2e5ff329ee9f60b63ab34e41e8ac49b72efcc282f4c4e1d9ca58c3af&utm\\_campaign=share&utm\\_medium=copy](https://prezi.com/0ebedyz1xjy/?token=f3d32de2e5ff329ee9f60b63ab34e41e8ac49b72efcc282f4c4e1d9ca58c3af&utm_campaign=share&utm_medium=copy)
- Acknowledge the review and receipt of PREA Volunteer and Contractor Information Acknowledgement Form by signing, dating, and returning the form in Attachment A. Signed acknowledgement forms shall be returned by email to SO-Contracts@co.marion.or.us.

### **Health Insurance Portability and Accountability Act (HIPAA)**

Comply with the Health Insurance Portability and Accountability Act (HIPAA): The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, Pub. Law No. 104-191 (See Addendum #1)

### **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 shall 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 **\$376,156.00**.

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

County shall pay Contractor a monthly not-to-exceed \$15,673.17, for completing all Services required under this Contract. This rate is based upon the total number of up to 60 monthly client referrals to Bridgeway Recovery Services by the Marion County Sheriff's Office Community Corrections Division.

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

County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed 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.

**Marion County**  
**Attn: MCSO Contracts**  
**PO BOX 14500**  
**Salem, OR 97309**  
**SO-Contracts@co.marion.or.us**



**ADDENDUM #1**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS**  
**ASSOCIATE CONTRACT PROVISIONS**

**INTRODUCTION**

This Addendum to the contract between County, a political subdivision of the State of Oregon, hereinafter called the County, and Bridgeway Recovery Services, 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 Bridgeway Recovery Services, Inc.
- b. **BREACH** means acquisition, access, use or disclosure of protected health information (PHI) in a manner that: (i) is not permitted by the HIPAA Privacy Regulations; (ii) poses a significant risk of financial, reputational, or other harm to the individual; and (iii) is not excluded from the definition of "Breach" found at 45 CFR 164.402. 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 160.103 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 160.103, 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 the Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.304 and 164. 501.

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.
- 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 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 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 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 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:
  - Office of Inspector General (OIG)  
<https://oig.hhs.state.tx.us/Exclusions/Search.aspx>
  - Excluded Parties List System (EPLS) [www.epls.gov](http://www.epls.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. In the event that Business Associate requests protected health information, Covered Entity retains the right to grant or deny.

- (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

### **PREA Volunteer and Contractor Information Acknowledgement Form**

Our goal at The Marion County Sheriff's Office is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. All Contractors, Volunteers and Employees must understand PREA (Prison Rape Elimination Act) rules and how to report a problem, or issue in the unlikely event misconduct is witnessed or reported by a victim.

**Important Rules to Know:** No one is ever allowed to engage in sexual misconduct.

- Sexual misconduct includes any kind of sexual contact, regardless of whether the other party agreed to the contact or not.
- This also includes sexual harassment: saying sexual things, saying things about someone's body, talking about whom someone likes to date, or making offensive gestures or comments.

Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an adult in custody. There is no such thing as consent to sexual activity in a correctional setting.

Employees, contractors, and volunteers are prohibited from sharing personal details, such as their personal contact information, except in order to carry out their professional responsibilities. Similarly, employees, volunteers, and contractors are prohibited from making contact with adults in custody outside of each facility through any means (e.g., in person meetings, texting, or on social media), except in order to carry out their professional responsibilities.

**How We Keep Everyone Safe:** At the Marion County Sheriff's Office, we do a number of things to keep everyone safe, including:

- Educating adults in custody about their right to be free from sexual misconduct
- Conducting background checks of the individuals, we hire.
- Training employees, volunteers, and contractors on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of adults in custody.
- Offering a number of ways adults in custody and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and support to adults in custody who allege they have been sexually abused.
- Protecting employees and adults in custody from retaliation for reporting problems or helping with an investigation

**What to Do If Sexual Misconduct is suspected, witnessed, or reported:**

- If an incident of sexual misconduct is witnessed or suspected, you must report it immediately by contacting a deputy or non-sworn employee.
- If an adult in custody discloses something that suggests an incident of sexual misconduct has occurred, stay calm, listen to what they are saying, take the report seriously, and convey a message of support (e.g., "I'm glad you were strong enough to come to me."). Let the adult in custody know the incident will be reported and an investigation will be conducted to make sure they are safe. Inform them the information will not be shared beyond those who need to know to fix the problem.
- If an adult in custody wants to share an incident and asks that it not be repeated, let them know about your limits of confidentiality. This includes reporting certain behaviors by law once you have knowledge or reasonable suspicion that a crime is being or has been committed.
- For example, you might say, "I am glad you came to me, and I can understand why you would not want me to tell anyone. If it is about someone hurting, harassing, or threatening you, I am required to report it. I respect your decision if you do not want to tell me as a result. But if you tell me, I can work with you to get help."

**Questions:** If you have questions pertaining to your PREA responsibilities or other facility rules, or your responsibilities while you are here, you may contact us by calling the Marion County Jail's Administrative section at (503) 581-1183.

**Acknowledgement:** By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding the Marion County Sheriff's Office sexual misconduct prevention, detection, and response policies and procedures.

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

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