



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 4/22/2020- 4/29/2020

Department: Sheriff's Office Agenda Planning Date: 4/16/2020 Time required:

Audio/Visual aids

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature: [Signature: M Wood]

Table with 2 columns: Field Name and Content. Fields include TITLE, Issue, Description & Background, Financial Impacts, Impacts to Department & External Agencies, Options for Consideration, Recommendation, List of attachments, and Presenter.

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

Copies to: Camille Brignon; cbrignon@co.marion.or.us Tad Larson; tl Larson@co.marion.or.us



Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

Contract #: SO-3335-20

Person Sending: Camille Brignon Department: Sheriff

Contact Phone #: 503-589-3261 Date Sent: 4/8/2020

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

Title: Dental Services for Adults in Custody at the Marion County Jail

Contractor's Name: Dr. Solanky

Term - Date From: 7/1/2020 Expires: 6/30/2024

Contract Total: \$168,000.00 Amendment Amount: \$0.00 New Contract Total: \$168,000.00

Source Selection Method: Exemption (identify rule/statute) # 50-0160

Additional Considerations (check all that apply)

- Board Order# _____
- Incoming Funds
- Independent Contractor (LECS) approval date: _____
- Insurance Waiver (attach)
- CIP# _____ (required for all goods /software greater than \$5,000)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

Description of Services or Grant Award:

Dr. Solanky will provide dental services to the adults in custody at the Marion County Jail. These dental services will include consultation, diagnosis, treatment and referrals as necessary.

FOR FINANCE USE

Date Finance Received: _____ BOC Planning Date: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts _____ Date _____ Risk Manager _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____

Date _____ To be filed Added to master list

Returned to _____ Department for _____ signatures

**MARION COUNTY
CONTRACT FOR SERVICES**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and O’Neill S. Solanky DDS, LLC. hereinafter called Contractor.

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

1. TERM. This Contract is effective on July 1, 2020 and expires on June 30, 2024. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2025.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$168,000.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

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

3. COMPLIANCE WITH STATUTES AND RULES.

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

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

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

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, “tax laws” includes all the provisions described in subsection 27. 3. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty, in subsection 27.3 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ 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. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

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

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

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

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

Bodily Injury/Death:

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

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

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

Bodily Injury/Death:

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

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

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

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

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

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

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

To Contractor:
Dr. O'Neill S. Solanky
426 Lancaster Dr. NE
Salem, OR 97301

To County:
Marion County Sheriff's Office
Attn: Justin Ford
PO Box 14500
Salem, OR 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. The Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: *m j Wood* 4.8.2020
Sheriff / Undersheriff Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

O'NEILL S. SOLANKY DDS LLC., SIGNATURE

Authorized Signature: _____
Date

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

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

A. GENERAL INFORMATION.

The Marion County Jail (MCJ) has a capacity of 620 beds and is currently budgeted for housing up to 415 Adults in Custody (AIC), booking an average of 16,000 individuals a year. The jail facility houses AIC waiting trial, AIC sentenced to one year or less, AIC being held for federal authorities and AIC sentenced to the state penitentiary. Due to its central location, the jail facility also operates as a hub for prisoner exchange where other correctional facilities transport/transfer prisoners throughout the state of Oregon and/or to other states.

County enters into contract with O’Neill S. Solanky DDS, LLC under Marion County Public Contracting Rules # 50-0160 – Health Provider Contracts.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall be considered Co-Dental Director for the MCJ and is responsible for performing the duties of a Dental Director as outlined in ORS 679.020(4).

Contractor will provide dental services to the AIC housed at the MCJ. These dental services are to include consultation, diagnosis, treatment and referral to appropriate specialists as required. This agreement is for up to three (3) hours of service per week as scheduled/approved by the Medical Supervisor/Department Head. The Medical Supervisor/Department Head prior to scheduling shall approve any service over three (3) hours per week. County reserves the right to forego weekly dental services if no services are need.

Contractor to provide dental services during the color highlighted weeks as indicated on the attached calendar incorporated herein as Attachment A. The specific days of service shall be mutually agreed upon between Contractor and Medical Supervisor/Department Head. If Contractor is unavailable to provide services as scheduled on Attachment A for a particular week, Contractor foregoes the week.

Contractor may be contacted to provide services on additional dates or as medically necessary.

Contractor agrees to comply with all of the requirements of the Prison Rape Elimination Act (PREA). In order to protect inmates from sexual abuse and to ensure they get the help they need if they are victimized, PREA requires all volunteers and contractors to receive specialized training on how to recognize the warning signs and how to report a case. Contractor and employees shall:

- View the PREA Contractor Training Presentation at the following link https://prezi.com/m5ngpfih1y8b/prea-for-contractor-volunteer-or-other-non-sworn-staff/?utm_campaign=share&token=6e5e16060d2cc217123cf017a2d35b9364f18b48bd775e1775c287af85e0f3fc&utm_medium=copy
- Acknowledge the review and receipt of PREA training by signing, dating and returning the PREA Volunteer and Contractor Information Acknowledgement Form in Attachment B.

Contractor shall maintain professional behavior and comply with the Sheriff’s Office Standards of Conduct policy as referenced in Attachment C.

Contractor shall also read the County’s Non-discrimination policy referenced herein as Attachment D and abide by the conditions outlined in the policy.

Contractor agrees to comply with the provisions of Addendum 1 the HIPAA Business Associate agreement, which is attached and by reference made a part of this contract.

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 \$168,000.00.

A. METHOD OF PAYMENT FOR SERVICES.

County shall pay Contractor as per stated rates but not in excess of \$168,000.00 for completing all services required under this Contract.

- Basic Exam: \$70
- X-Ray Interpretation: \$40
- Simple Extraction: \$170 (anything that comes out with instruments)
- Complicated Extraction: \$290 (anything involving a hand piece)
- Misc.: \$150 (denture adjustments, temp fillings, etc.)

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 Sheriff's Office
Attn: Camille Brignon
PO Box 14500
Salem, OR 97309
cbrignon@co.marion.or.us

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

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and O'NEILL S. SOLANKY DDS, LLC 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 O'NEILL S. SOLANKY DDS LLC.
 - b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; 1 found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
 - c. COVERED ENTITY shall mean MARION COUNTY.
 - d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
 - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.
 - h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.

- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

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

2. Term.

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

3. Limits on Use and Disclosure.

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

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

- i. BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - 1. 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
 - 2. 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.

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

b. General Use and Disclosure Provision.

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

c. Permissible Requests by Covered Entity.

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

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

- a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
 - i. The disclosure is Required by Law;
 - ii. Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;
 - iii. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - iv. BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
 - v. As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.
- f. Right of Access to Information. BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS

ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.

- i. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. Access to Documentation of Disclosures. BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. False Claims, Fraud, Waste and Abuse. BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:

Office of Inspector General (OIG) <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>
Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

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

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by

COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

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

10. Termination of Contract.

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
 - i. 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;
 - ii. Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.
- b. Effect of Termination.
 - i. 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.
 - ii. In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction

infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purpose that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

11. Miscellaneous Provisions.

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

2020 Calendar

January

Su	Mo	Tu	We	Th	Fr	Sa
	30	31	1	2	3	4
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February

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March

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April

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May

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June

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July

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August

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September

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October

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November

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2021 Calendar

January

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27	28	29	30	31	1	2
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17	18	19	20	21	22	23
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February

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March

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April

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May

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June

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July

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August

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September

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November

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2022 Calendar

January

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March

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April

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May

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June

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August

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September

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2023 Calendar

January

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February

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May

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June

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July

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August

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September

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November

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December

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2024 Calendar

January

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February

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March

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April

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28	29	30				

May

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June

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July

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August

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November

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MARION COUNTY SHERIFF'S OFFICE

JOE KAST, SHERIFF

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 offender or offenders. 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 offenders 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 offenders 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 offenders
- Offering a number of ways offenders and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and supports to offenders who allege they have been sexually abused.

Attachment B

- Protecting employees and offenders 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 offender 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 offender 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 offender 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 to The Marion County Sheriff's Office sexual misconduct prevention, detection, and response policies and procedures.

Printed Name: _____

Signature: _____ Date: _____



MARION COUNTY SHERIFF'S OFFICE

POLICY 1150 – STANDARDS OF CONDUCT

OAA STANDARD: 1.1.1, 1.1.2, 1.4.5, 1.5.5, 2.2.9

JAIL STANDARDS: A-106, A-501, A-502, A-503, A-504

POLICY

This policy applies to all employees of the Marion County Sheriff's Office.

Conduct

1. Employees will conduct themselves both on and off duty, at all times, in such a manner as to reflect favorably on the Sheriff's Office.
2. Employees will maintain high standards of moral conduct in their personal and professional affairs.
3. Employees will obey all federal, state and local laws.
4. Employees will, as soon as practicable, notify their supervisor if they have police contact which may affect the employee's ability to carry out their essential job functions or affect their employment.
5. Employees who observe or become aware of any act of misconduct will immediately report the incident to a supervisor.
6. The Sheriff's Office may subject employees to disciplinary processes in the following circumstances:
 - failure to obey policies, or safety rules;
 - failure to obey state and/or federal laws;
 - failure to follow standards of behavior expected of all employees;
 - failure to act in the public interest;
 - failure to reflect credit upon the Sheriff's Office and/or the employee;
 - impairing the operation or efficiency of the Sheriff's Office and/or employee.
7. Employees will maintain cooperative working relationships with other employees, collaborative partners and personnel of governmental agencies.
8. Employees will treat all persons with respect and courtesy.

Work Duties

9. Employees will report, prepared for work, on time.

10. Employees will maintain the confidentiality of offender and criminal justice information.
11. Employees will not engage in any activities or personal business which would cause them to neglect their duties.
12. Employees will not leave their assigned duties except when authorized by a supervisor.
13. Employees will not feign illness or injury or falsely report themselves ill or injured.
14. Employees will remain awake and alert while on duty.
15. Employees who are unable to remain awake and alert while on duty will advise their supervisor.

Tobacco and Intoxicants

16. Employees will not use tobacco products in the view of the public or in areas that are prohibited, while on duty or in uniform.
17. Employees will comply with County Policy 518 Drug and Alcohol Use and Testing and Procedure 518A.

Duty to Obey Lawful Order

18. Employees will promptly comply with any lawful order of a supervisor, including any order relayed from a superior by an employee of the same or lesser rank.

Conflicting and Illegal Orders

19. Employees who are given a conflicting order will respectfully inform the supervisor issuing the order of the nature of the conflict.
20. Employees will comply with the order if the supervisor does not alter or retract the conflicting order.
21. Employees will request the issuing supervisor to clarify an order which is believed illegal.
22. Employees will not comply with orders which are unlawful.

Gifts, Gratuities, Bribes of Rewards

23. Employees will comply with County Policy 601 Public Official Ethics.

Abuse of Position

24. Employees will not use their official position, official identification card or badges for:
 - Personal or financial gain.
 - Avoiding consequences of illegal acts.
25. Employees will not lend to another person their identification cards or badges or permit them to be photographed or reproduced without the approval of the Sheriff or designee.
26. Employees will not authorize the use of their name, photographs, or official titles which identify them as Sheriff's Office employees, in connection with testimonials or advertisements of any commodity or commercial enterprise, without the approval of the Sheriff or designee.

Endorsement and Referrals

27. Employees may make referrals for a vendor or service only in an official capacity.
28. Employees, in the course of their duties, will not publicly endorse products, vendors or services without the approval of the Sheriff or designee.

Identification

29. Employees will have their badges and/or identification cards accessible at all times while on duty, except when impractical or dangerous to their safety or an investigation.
30. Employees will furnish their name to any person requesting that information while on duty, except when necessary for the performance of duties or as authorized by the Sheriff or designee.

Public Statements and Appearances

31. Employees will not publicly criticize or ridicule the Sheriff's Office, policies, or other employees by speech, writing, or other expression.
 - This in no way limits employee's ability to exercise their first amendment rights or collective bargaining rights while off duty.
32. Employees will not address public gatherings, appear on radio or television, prepare any articles for publication, act as correspondents to a newspaper or a periodical, release or divulge investigative information, in regards to matters of the Sheriff's Office without proper authority.

Political Activities

- 33. Employees will follow County Policy 601 Public Official Ethics.
- 34. Employees will not express personal political views in a public forum while on duty and/or when in uniform.
- 35. Employees may participate in labor organizations as regulated by their respective collective bargaining agreements.

Employee Information

- 36. Employees will immediately report any change in address and/or contact information to their supervisor and complete the Employee Information Update Form.

Work-place Interference

- 37. Employees will not interfere with any case unless ordered to intervene by a supervisor.
- 38. Employees may follow up on a case originated by another employee or at the direction of a supervisor.

Reports

- 39. Employees will submit all reports in a timely manner as directed by a supervisor.
- 40. Employees will not make false or inaccurate statements in an oral or written report.

Truthfulness

- 41. Employees will tell the truth and include all relevant facts.

DEFINITIONS

Gift	Examples include money, tangible or intangible personal property, food, beverage, loan, promise, service or entertainment.
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signed
SHERIFF JASON MYERS

01/06/15
EFFECTIVE DATE

Replaces: June 6, 2013



ADMINISTRATIVE POLICIES

SECTION:	Professional Conduct	POLICY #:	602
TITLE:	Non-Discrimination	PROCEDURE #:	602-A, 602-B
		ORDER #:	08-19
DEPT:	Business Services	DIVISION:	Human Resources
ADOPTED:	4/93	REVIEWED:	12/16
		REVISED:	12/16

PURPOSE:

The purpose of this policy is to establish Marion County's commitment to maintaining an environment free from discrimination, or harassment of any person, prohibiting any form of discrimination, or harassment based on a protected classification, providing all employees with relevant training, clarifying the roles and responsibilities of supervisors and employees in preventing and responding to discrimination, or harassment, establishing a fair and expeditious method of investigating and resolving complaints, and prohibiting retaliation.

AUTHORITY:

The Marion County Board of Commissioners may establish rules and regulations in reference to managing the interest and business of the county under ORS 203.010, 203.035 and 203.111.

The Marion County Board of Commissioners expresses the governing body's formal, organizational position of fundamental issues or specific repetitive situations through formally adopted, written policy statements. The policy statements serve as guides to decision making for both elected and appointed officials on the conduct of county business.

The Administrative Policies and Procedures Manual of the Board of Commissioners outline the forms and process through which the board takes official action on administrative policy, and is the official record of county administrative policy.

Statutory Authority: Equal Pay Act of 1963, Age Discrimination in Employment Act (ADEA), Americans with Disabilities Act of 1990, Titles VI and VII of the Civil Rights Act of 1964, Titles VIII and IX of the Civil Rights Act of 1968, Immigration Reform and Control Act of 1986, Federal Family and Medical Leave Act of 1993, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Vietnam Era Veterans Readjustment Act of 1974, Executive Order 11246 as amended, and regulations of the US Department of Health and Human Services issued pursuant to the Acts, Title 45 Code of Federal Regulations

SUBJECT: NON-DISCRIMINATION

Part 80, 84 and 91, and ORS Chapter 659, ORS Chapter 659A, ORS 654.062(5)(a), ORS 399.065, ORS 171.120 - .125

**APPLICABILITY:
GENERAL POLICY:**

All Marion County Employees, Volunteers and Elected Officials
It is the policy of Marion County that unlawful retaliation, whistleblower retaliation, discrimination, or harassment on the basis of race, religion, color, sex, sexual orientation, age, physical or mental disability, marital status, national origin, or any other protected status by law, will not be tolerated.

Discrimination or harassment will not be tolerated in the workplace, in the provision of County services to members of the public, in any work-related setting outside of the workplace, or when using County-owned equipment including vehicles and electronic devices such as computers, telephones, photocopiers and faxes.

All employees, volunteers and elected officials are covered by and expected to comply with this policy and share the responsibility for providing an environment free of discrimination and harassment. All employees are expected to attend mandatory training on recognizing and preventing harassment and discrimination. It is the responsibility of supervisors, department heads and elected officials to ensure that discrimination and harassment does not take place, or to immediately correct the problem. Individuals violating this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

POLICY GUIDELINES:

I. Definitions

- A. Cultural Diversity – Differences in race, ethnicity, traditions, language, dialect, nationality, or religion among various groups within a community or organization.
- B. Discrimination – Unequal or different treatment of an individual in employment practices or the provision of county services on the basis of race, religion, color, sex, sexual orientation, age, physical or mental disability, marital status, national origin, or any other protected class status in accordance with state or federal law.
- C. Employment Practices – Includes, but is not limited to, recruitment, interviews, selections, evaluations, promotions, termination, training and development opportunities, coaching, discipline, job or shift assignments, compensation and benefits.
- D. Harassment – Verbal, non-verbal, or physical conduct that is derogatory, shows hostility towards, or is designed to threaten, intimidate or coerce an individual because of his or her race, religion, color, sex, sexual orientation, age, physical or mental disability, marital

SUBJECT: NON-DISCRIMINATION

status, national origin, or any other protected status in accordance with state or federal law, and,

1. Has the purpose or effect of creating an offensive, intimidating, hostile, or threatening environment;
 2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or,
 3. Otherwise substantially and adversely affects an individual's employment opportunities or access to County programs, services, facilities, or activities.
- E. Hostile Work Environment – A type of harassment based upon a protected class where a pattern of harassment creates an offensive, intimidating, hostile or threatening work environment, or has the purpose or effect of unreasonably interfering with an individual's work performance. To rise to the level of a legal claim of hostile work environment, the harassment must be severe and persistent, not an isolated joke or comment, although these behaviors may still be considered discriminatory, disrespectful or unprofessional. Disrespectful or unprofessional behaviors may be part of a disruptive environment and may be grounds for discipline, but would not be a civil rights violation unless they are based upon or related to a protected class.
- F. Inappropriate Behavior of a Sexual Nature – Behavior that, while not amounting to sexual harassment, has a sexual component and has the potential to lower morale, decrease productivity or disrupt the workplace.
- G. National Origin Harassment – Behavior that denigrates, ridicules or is verbally or physically abusive of a person because of his or her actual or perceived ancestry, heritage, cultural background, or ethnic identification.
- H. Protected Class – a group of individuals that share distinct, personal or social characteristics or societal status, and which is specifically protected by state or federal laws from adverse social or political stereotyping or prejudice by prohibiting unequal or disparate treatment based upon class membership.
- I. Quid Pro Quo Harassment – A type of sexual harassment where submission to harassment or sexual advances is used as the basis for employment practices and decisions or other county benefits and services. Quid pro quo harassment can be committed by someone who has the supervisory authority to make decisions about employment practices or who, because of their position, can control or withhold county services or allow a third person to avoid a detriment.
- J. Racial Harassment – Behavior that denigrates, ridicules, or is verbally or physically abusive of a person because of his or her actual or perceived race including, but not limited to, jokes, derogatory statements or stereotypical comments about someone's actual or perceived race.

SUBJECT: NON-DISCRIMINATION

- K. Retaliation – An adverse action against, or treatment of, an individual because he or she exercised rights protected under law such as complaining about harassment or discrimination, assisting with or participating in the investigation or resolution of complaints, or speaking out against harassment or discrimination.
- L. Sex Discrimination – unequal or different treatment in employment actions or services because of the individual’s sex or stereotypes based upon sex, including sexual orientation or sexual identity.
- M. Sexual Harassment – Unwelcome, pervasive or intrusive sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to, or rejection of, such conduct by either males or females:
1. Is made explicitly or implicitly a term or condition of employment,
 2. Is used as a basis for an employment decision, or,
 3. Unreasonably interferes with an employee’s work performance or creates a hostile work environment.
- Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is unwelcome or personally offensive, and that lowers morale or interferes with work effectiveness. Two types of sexual harassment are quid pro quo harassment and hostile work environment.
- N. Third Party Harassment – Behavior that is unwelcome to the individuals who see or hear the harassment even though it is not directed at them.
- O. Whistleblower – An employee who, in good faith, discloses to a state or federal regulatory agency, law enforcement agency, manager, or attorney, lawfully accessed information related to an objectively reasonable belief of a violation of federal, state, or local law, rule or regulation by the employer.

II. Prohibited Conduct

- A. Discrimination – No employee shall discriminate in employment practices or provision of county services to any person on the basis of race, religion, color, sex, sexual orientation, age, physical or mental disability, marital status, national origin, or any other protected status in accordance with state or federal law. This includes, but is not limited to:

Discriminate treatment – pre-determining a job or promotion on the basis of actual or perceived membership in a protected class, failing to provide an accommodation when required or interfering with an individual’s equal opportunity to participate fully in accessing County programs, facilities or services.

SUBJECT: NON-DISCRIMINATION

Disparate impact – interview questions or competency tests that tend to screen out protected classes and are not related to essential job functions or interfere with an individual's equal opportunity to participate fully in accessing County programs, facilities or services.

- B. Harassment – No employee shall harass any other employee or person in the provision of county services on the basis of race, religion, color, sex, sexual orientation, age, physical or mental disability, marital status, national origin, or other protected status in accordance with state or federal law. This includes, but is not limited to:

Verbal – Use of epithets, slurs, negative stereotyping, jokes, or banter that is derogatory or shows hostility because of protected class status. This includes racial slurs, verbal threats or intimidation, derogatory remarks about national tradition, traits, or foods, jokes about disabilities, mimicking dialects or accents, or sexual innuendos.

Non-verbal – Distribution or display of written or graphic material placed or circulated in the workplace that ridicules, denigrates, insults, belittles, is disparaging of or shows hostility towards a protected class. This includes: inappropriate posters on walls, sending inappropriate jokes or other written or graphic materials by e-mail, Internet or fax, or downloading inappropriate material from the Internet.

Physical – Unwelcome physical touching or contact. This includes: pinching, grabbing, patting, touching, pushing, assaulting or other hostile acts like vandalizing work areas, interfering with accommodation devices, throwing items, or spitting at a person because of protected class status.

- C. Sexual Harassment – Sexual harassment in any form is discrimination and is strictly prohibited by this policy. This includes, but is not limited to:

Quid pro quo sexual harassment – demanding sexual favors in exchange for a promotion or raise, disciplining or firing an employee who ends a romantic relationship with the person making the decision, changing performance expectations after a subordinate refuses repeated requests for a personal relationship, or allowing a third party to avoid a detrimental report or fine in exchange for sex.

Hostile work environment sexual harassment – unwanted and uninvited sexual jokes or teasing, lewd remarks, comments about body parts or sex life, suggestive posters, calendars or cartoons, leering, staring, obscene gestures, repeated requests for dates, excessive attention in the form of love letters, calls or gifts, unwelcome and unwanted physical contact like touching, kissing, pinching, hugging, patting, brushing up against, fondling, assault or rape. This includes verbal, non-verbal and physical conduct that is sexually oriented and unwelcome.

- D. Retaliation – Retaliatory action of any kind taken by any employee or volunteer against any other person as a result of that person participating in any proceeding contained in this policy is strictly prohibited. This includes, but is not limited to:

SUBJECT: NON-DISCRIMINATION

Demoting or firing an employee who filed a discrimination lawsuit with no prior documented disciplinary history, labeling him or her as a troublemaker, excessively scrutinizing the employee's work performance, or disciplining an employee who filed a complaint more harshly than actions taken against other employees in the past for similar offenses.

Excluding an employee who was a witness in a sexual harassment complaint from communications or meetings, blaming an employee because the harasser got in trouble, or giving an employee the cold shoulder or otherwise ostracizing him or her from work or social activities.

- E. Supervisor/Subordinate Relationship – Department heads, supervisors, lead workers and managers shall not be in a direct reporting relationship with or supervise someone with whom he or she is personally or intimately involved nor participate in any employment practice or action regarding that person.
- F. Whistleblower Retaliation – Retaliatory action against a whistleblower, including initiating or participating in civil or criminal charges, when the retaliatory action is taken in relation to a whistleblower disclosure.

III. Responsibilities

- A. Elected officials, the chief administrative officer and department heads are responsible for enforcing this policy and for ensuring that all county officials, employees and volunteers are made aware of and follow this policy.
- B. Elected officials, department heads, supervisors and managers are responsible for taking immediate action if they observe or become aware of any form of discrimination, harassment, retaliation or whistleblower retaliation. Immediate action includes intervening to stop the discrimination, harassment, retaliation, or whistleblower retaliation, filing an incident report with Human Resources, and contacting Human Resources for review and consultation. Failure to take such action may result in discipline against the department head, supervisor or manager.
- C. The Human Resources Division is responsible for reviewing all incident reports or complaints of discrimination, harassment, retaliation, or whistleblower retaliation, for determining the appropriate party to conduct an investigation, for providing oversight of the investigative process, and for providing training and consultation on the policy involving employment with Marion County.
- D. The Risk Management Division is responsible for reviewing all incident reports or complaints of discrimination, harassment, retaliation, or whistleblower retaliation, for determining the appropriate party to conduct an investigation, for providing oversight of the investigative process, involving equal opportunity to access Marion County programs, facilities, or services.

SUBJECT: NON-DISCRIMINATION

- E. All employees and volunteers are responsible to immediately notify Human Resources or the appropriate department management if they observe or become aware of a situation involving discrimination, harassment, retaliation or whistleblower retaliation.

Employees are expected to self-report supervisor/subordinate relationships to Human Resources or department management in order to work towards a resolution that will avoid unintentional violations of this policy.

- F. The employee filing a complaint is responsible to cooperate fully in the investigation process and to be as forthcoming as possible in the investigation to determine if evidence exists to support the allegation.
- G. The investigator, complainant, accused, witnesses and all other parties involved in the investigation are responsible to hold any information regarding the investigation as confidential as possible, sharing the information on a "need to know" basis only.
- H. Department management in consultation with Human Resources or Risk Management is responsible for follow-up on the complaint. This includes determining and imposing appropriate discipline if warranted, implementing and monitoring other corrective measures, and reporting the resolution back to Human Resources or Risk Management.

IV. Disciplinary Actions

- A. Employees shall be subject to discipline in accordance with the appropriate collective bargaining agreements or personnel rules.

Probationary or temporary employees violating this policy may be subject to immediate termination.

Volunteers violating this policy may be subject to immediate termination.

- B. The department head or department management, in consultation with Human Resources, shall be responsible for determining what immediate and appropriate disciplinary action shall be taken.
- C. Employees will not be subject to discipline if a supervisor and subordinate self-report a relationship that they are in and work for a resolution to change the chain of supervision. The self-report must be made prior to the supervisor engaging in an employment practice regarding the subordinate. The resolution could include reassignment, transfer, or resignation of one of the employees, or a change in supervisors. Failure to self-report may subject the supervising employee to discipline.

IV. Other Actions for Whistleblower Retaliation

SUBJECT: NON-DISCRIMINATION

- A. Violations of this policy in regard to whistleblower retaliation is a potential Class A misdemeanor and may be referred to the Marion County District Attorney's Office for prosecution.