



# Contract Review Sheet

SO-4725-22

Contract for Services #: SO-4725-22 Amendment #: \_\_\_\_\_

Contact: Camille Brignon Department: Sheriff's Office

Phone #: 503-589-3261 Date Sent: Thursday, May 26, 2022

Title: Dr. Loberg \_ 22-25 Physician Services for the MC Jail and Juvenile

Contractor's Name: Lance Loberg, MD

Term - Date From: July 1, 2022 Expires: June 30, 2025

Contract Total: \$ 522,000.00 Amendment: \$ - New Total: \$ 522,000.00

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: Exemption Rule/Statute: 50-0160

### Description of Services or Grant Award

Dr. Loberg will provide Physician services at the Marion County Jail and Juvenile Department.

Desired BOC Session Date: 6/22/2022 BOC Planning Date: 6/9/2022

Files submitted in CMS: 6/1/2022 Printed packet & copies due in Finance: 6/7/2022

BOC Session Presenter(s) Tad Larson

### FOR FINANCE USE

Date Finance Received: 5/27/2022 Date Legal Received: \_\_\_\_\_

Comments: Y

### REQUIRED APPROVALS

DocuSigned by:  
Camber Schlag 5/27/2022  
C5B2F3DF257F444...  
Finance - Contracts Date

DocuSigned by:  
Camille Brignon 6/6/2022  
24F6D1523CBA467...  
Contract Specialist Date

DocuSigned by:  
Jane E Vetto 5/31/2022  
D0CFC5B04B9F483...  
Legal Counsel Date

DocuSigned by:  
Jan Fritz 5/31/2022  
DC16351248DE4EC...  
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/22/2022

Department: Sheriff's Office Agenda Planning Date: 6/9/2022 Time required: 15 min.

Audio/Visual aids

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature: [Signatures and DocuSigned IDs]

TITLE: Dr. Loberg 22-25 Physician services for the Marion County Jail and Juvenile Department

Issue, Description & Background: This agreement will secure Supervising Physician services for the Marion County Jail and Juvenile Department's medical program.

Financial Impacts: Juvenile \$162,000.00 Jail \$360,000.00

Impacts to Department & External Agencies: \$522,000.00 total

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

Recommendation: Approve

List of attachments: Original agreement, Contract Review Sheet, Board Agenda Review Form

Presenter: Commander Tad Larson

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  
CONTRACT FOR SERVICES  
SO-4725-22**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Lance Loberg, M.D., 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 July 1, 2022 and expires on June 30, 2025. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2026.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$522,000.00. 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.
- 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 200.330, 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 27.3 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:

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

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

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

**5. TIME IS OF THE ESSENCE**

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

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

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

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

**Minimum Limits:**

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

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

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

**Minimum Limits:**

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

- B. **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:  
 Lance Loberg, M.D.  
 1543 Broken Wheel Ct. NW  
 Salem, OR 97304  
[lglobe52@gmail.com](mailto:lglobe52@gmail.com)  
 503-510-5344

To County  
 Marion County Sheriff's Office  
 Attn: Contracts Specialist  
 P.O. Box 14500  
 Salem, Oregon 97309  
[cbrignon@co.marion.or.us](mailto:cbrignon@co.marion.or.us)  
 503-589-3261

**25. SURVIVAL**

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

**26. SEVERABILITY**

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

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

Contractor represents and warrants to the County that:

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

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

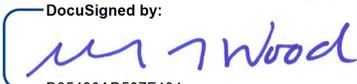
The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on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

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

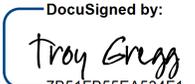
\_\_\_\_\_  
Chair Date

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

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

Authorized Signature:  DocuSigned by:   
D35430AD507F404... 5/27/2022

Jeff Wood, Undersheriff Date

Authorized Signature:  DocuSigned by:   
7B51FB55EA534F1... 5/27/2022

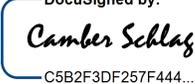
Troy Gregg, Juvenile Department Director Date

Authorized Signature:  DocuSigned by:   
DC16351248DE4EC... 5/31/2022

Chief Administrative Officer Date

Reviewed by Signature:  DocuSigned by:   
D0CFC5B04B9F483... 5/31/2022

Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by:   
C5B2F3DF257F444... 5/27/2022

Marion County Contracts & Procurement Date

**LANCE LOBERG, M.D. 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) is located at 4000 Aumsville Hwy SE, Salem, OR 97317, 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.

The Marion County Juvenile Department (MCJD) is located at 3030 Center Street NE, Salem, OR 97301 and has a capacity of 64 beds and is currently budgeted for housing up to 32 youth. The Detention Center also provides beds to youth from other counties if space is available.

This agreement will secure Supervising Physician services for the Marion County Jail and Juvenile Department's medical program. "Supervising Physician" means a person licensed as a medical or osteopathic physician under ORS Chapter 677, actively registered and in good standing with the Board, approved by the Board, and who provides direction of, and is ultimately responsible for emergency and nonemergency care rendered by emergency medical services providers as specified in these rules. The supervising physician is also ultimately responsible for the agent designated by the supervising physician to provide direction of the medical services of the emergency medical services provider as specified in these rules.

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

- i. Both Contractor and any Key Personnel shall comply with the following:
  - a. Maintain required registrations and facility licenses as required by law.
  - b. Marion County's Discrimination and Harassment Free Workplace policy, by reference in Exhibit B.
  - c. Provisions of the Health Insurance Portability and Accountability Act (HIPAA) Business Associate, which are attached and by reference in Exhibit C.
  - d. Comply with the provisions of Exhibit D, the Juvenile Crime Prevention Contract.
  - e. Prison Rape Elimination Act (PREA) requirements and sign and return the PREA acknowledgement form referenced in Attachment 1.
  - f. Services provided under this Contract shall only be provided by individuals who have met the criminal history records check standards as set forth in OAR 407-007-000 through 407-007-0100 and 416-800-000 to 416-800-0070, and ORS 181.533, 181.534, 181.537, and 181.547

prior to any service being provided under this Contract. In addition, to be allowed access to the Marion County Jail and Juvenile Department building, all providers must comply with Criminal Justice Information System Security Policy and will need to be fingerprinted. Contractor shall complete and return the Computerized Criminal History form, Attachment 2, which is attached and by reference made a part of this contract.

**ii.** Contractor services for the Marion County Jail shall include:

- a. Physician services and medical oversight for the Jail
- b. Reviewing of medical standing orders, policies, and procedures, with recommendations to Administration
- c. One (1) scheduled, on-site service day per week from a Physician working an average of four (4) to six (6) hours each scheduled day, days to be approved by jail medical lieutenant or designee
- d. One (1) scheduled, on-site service day per week from a Physician's Assistant working an average of four (4) to six (6) hours each scheduled day.
- e. Scheduled on-site service days shall be approved by the jail medical lieutenant or designee
- f. 24 hour per day 7 day per week (24/7) on-call services that include consultation to both medical and correctional employees including authorization of appropriate prescription medications and other procedures
- g. Coordination with other Jail Physician(s) and Jail medical staff to maintain complete 24/7 on-call availability, ensuring that each facility has access to on-call services at any time as needed.
- h. Coverage by an alternate physician or a mid-level provider (Licensed Nurse Practitioner or Physician's Assistant) if contracted physician is unavailable. The term for an individual providing alternate coverage shall be no longer than fourteen (14) days and shall not occur more than four (4) times a year. The contracted physician will appropriately review activities of the mid-level provider.
- i. Maintenance of health/medical records and charting of information in an electronic system with the ability to share/exchange data
- j. Attendance of quarterly pharmacy meetings, dates determined by medical lieutenant.

**iii.** Contractor services for the Marion County Juvenile Department shall include:

- a. Physician services and/or medical oversight for the Juvenile Department.
- b. Reviewing of medical standing orders, policies, and procedures, with recommendations to Administration.
- c. Minimum of One (1) hour/week of on-site medical services to review medical files and quality assurance of nursing services provided or as needed by juvenile clients and staff.
- d. Minimum of One (1) bi-annual 2-hour meeting with administration, time may also be used for education training of staff.

- e. 24 hours per day 7 day per week (24/7) on-call services that include consultation to both medical and correctional employees, including the authorization of appropriate prescription medications.
- f. Coordinating with other Juvenile Physicians and medical staff to maintain complete 24/7 on-call availability, ensuring that each facility has access to on-call services at any time as needed.
- g. Coverage by an alternate physician or a mid-level provider (Licensed Nurse Practitioner or Physician's Assistant) if contracted physician is unavailable. The term for an individual providing alternate coverage shall be no longer than fourteen (14) days and shall not occur more than four (4) times a year. The contracted physician will appropriately review activities of the mid-level provider.
- h. Developing disease screening protocols based upon facility needs and those of the County Health Department and funding limits.
- i. Reviewing and developing appropriate medical policies and procedures as needed.
- j. Reviewing and developing treatment protocols as needed to standardize care.

**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.

Contractor agrees to always maintain during the term of this agreement, any license(s) required by law to perform services under this Agreement. Contractor agrees to provide County with a copy of the required license(s) and any renewals throughout the term of this agreement.

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

Full Name: **Donna Millan, FNP**

License: 201350009NP

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer

available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

**2. COMPENSATION**

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$522,000.00.

**A. METHOD OF PAYMENT FOR SERVICES**

County shall pay Contractor \$14,500.00 per month for all services required under this Contract as specifically stated below:

- i. \$10,000.00 per month, up to but not more than \$360,000.00 for completing all services required at the Marion County Jail
- ii. \$4,500.00 per month, up to but not more than \$162,000.00 for completing all services required at the Marion County Juvenile Department

**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: Contracts Specialist  
PO Box 14500  
Salem, OR 97309**

## Attachment 1

### **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 supports 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

Attachment A

**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: \_\_\_\_\_

Attachment 2  
Marion County Juvenile Department  
3030 Center Street NE  
Salem, Oregon 97301-4596

Computerized Criminal History (CCH)

I, \_\_\_\_\_, born on \_\_\_\_\_ do hereby give  
PRINT FIRST, MIDDLE, LAST NAME MM/DD/YYYY  
my consent for the Marion County Juvenile Department to complete a Computerized Criminal History  
and fingerprint check.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
MONTH YEAR

\_\_\_\_\_  
APPLICANT'S SIGNATURE

**Please Print:**

Race: \_\_\_\_\_ Sex: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Other Names Used: \_\_\_\_\_

Oregon Driver's License Number: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

Have you had a driver's license in another state?  Yes  No

If yes, which state(s) to include license #'s: \_\_\_\_\_



**Office Use Only**

Requested by (print): \_\_\_\_\_ Debbie Durig, Contracts Specialist \_\_\_\_\_ [required]

Reason: \_\_\_\_\_ Contracted service provider \_\_\_\_\_ [required]

Approved:  YES

\_\_\_\_\_  
DEPARTMENT APPROVAL

NO

\_\_\_\_\_  
DATE

Addendum C

**Criminal History Check Assurance**

Contractor: \_\_\_\_

\_\_\_\_\_(initial) The contractor listed above has passed the Computerized Criminal History background check as specified and is approved to work as a service provider for the Marion County Juvenile Department. Form on file at the Juvenile Department.

\_\_\_\_\_(initial) The contractor has requested a CJIS Security Clearance Background check and is approved for access into Juvenile Department buildings beyond general public access. Form is on file at the Juvenile Department.

\_\_\_\_\_  
Chuck Sybrandt, Deputy Director                      Date



## ADMINISTRATIVE POLICIES

<b>SECTION:</b>	Professional Conduct	<b>POLICY #:</b>	602
<b>TITLE:</b>	Discrimination and Harassment Free Workplace	<b>PROCEDURE #:</b>	602-A and 602-B
		<b>ORDER #:</b>	20-001
<b>DEPT:</b>	Human Resources	<b>PROGRAM:</b>	Human Resources
<b>ADOPTED:</b>	04/93	<b>REVIEWED:</b>	
		<b>REVISED:</b>	01/20

**PURPOSE:** Marion County is committed to a work environment free of discrimination, harassment, and intimidation. This policy outlines types of prohibited conduct and procedures for reporting and investigating prohibited conduct.

**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, 203.111, 203.230.

The Marion County Board of Commissioners expresses the governing body's official, organizational position on fundamental issues or specific repetitive situations through formally adopted, written policy statements. The policy statements serve to provide rules for public officials on the conduct of county business.

Marion County Administrative Policies and Procedures outline the methods through which the Board of Commissioners takes formal action on administrative policy. They are 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 Part 80, 84 and 91, and ORS Chapter 659, ORS Chapter 659A, ORS 654.062(5)(a), ORS 399.065, ORS 171.120-.12.

**APPLICABILITY:** All Marion County elected officials, department heads, employees, prospective employees, volunteers, interns, and contractors.

**SUBJECT: DISCRIMINATION and HARASSMENT FREE WORKPLACE**

**GENERAL POLICY:** It is the policy of Marion County to maintain a work environment which is free of harassment based on race, color, age, religion, sex, sexual orientation, disability, national origin, and any other protected status in accordance with applicable state and/or federal law. 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.

**DEFINITIONS:**

**Complainant:** A person (or persons) allegedly subjected to, or who witnessed or observed, discrimination, intimidation, workplace harassment, or sexual harassment and who files a complaint with their immediate supervisor, another manager, or Human Resources.

**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.

**Employment Practices:** Includes, but is not limited to, recruiting, hiring, promotion, demotion, transfer, termination, layoff, training, compensation, benefits, and performance evaluations.

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

- Has the purpose or effect of creating an offensive, intimidating, hostile, or threatening environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or,
- Otherwise substantially and adversely affects an individual's employment opportunities or access to County programs, services, facilities, or activities.

**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.

**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.

**SUBJECT: DISCRIMINATION and HARASSMENT FREE WORKPLACE**

**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.

**Non-disclosure agreement:** An agreement between the employer and employee not to disclose information related to complaints or personnel actions related to violations of this policy.

**Non-disparagement agreement:** An agreement between the employer and employee not to make negative statements about the other related to complaints or personnel actions related to violations of this policy.

**Protected Class Under Federal Law:** Race; color; national origin; sex (includes pregnancy- related conditions); religion; age (40 and older); disability; a person who uses leave covered by the Federal Family and Medical Leave Act; a person who uses military leave; a person who associates with a member of a particular race, color, or national origin; a person who opposes unlawful employment practices, files a complaint or testifies about violations or possible violations; and any other protected class as defined by federal law.

**Protected Class Under Oregon State Law:** All federally protected classes, plus: age (18 and older); physical or mental disability; injured worker; a person who uses leave covered by the Oregon Family Leave Act; marital status; family relationship; sex; sexual orientation; whistleblower; expunged juvenile record; and any other protected class as defined by state law.

**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.

**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.

**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.

**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.

**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:

- Is made explicitly or implicitly a term or condition of employment;
- Is used as a basis for an employment decision; or

**SUBJECT: DISCRIMINATION and HARASSMENT FREE WORKPLACE**

- 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.

**Third Party Harassment:** Behavior that is unwelcome to the individuals who see or hear the harassment even though it is not directed at them.

**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.

**Workplace Intimidation:** Unwelcome, unwanted or offensive conduct based on or because of an employee’s protected class status. Workplace intimidation may occur between a manager/supervisor and a subordinate, between employees, and among non-employees who have business contact with employees. A complainant does not have to be the person harassed, but could be a person affected by the offensive conduct. Examples of intimidation include, but are not limited to, derogatory remarks, slurs and jokes about a person’s protected class status.

**POLICY GUIDELINES:**

**1. RESPONSIBILITIES**

- 1.1. This policy is not limited in application to harassment between supervisors and subordinates, but also includes harassment between co-workers. Employees shall not engage in harassment, sexual harassment, or retaliation as defined in this policy.
- 1.2. The prohibition against employment discrimination and harassment may extend to conduct that employees are subjected to from: vendors; contractors; customers; or others who enter the workplace; and to conduct the public is subjected to by county employees.
- 1.3. 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.
- 1.4. Employees have the right to be free of discrimination associated with pregnancy, childbirth and related medical conditions, and the right to reasonable accommodation.
  - 1.4.1. Notice of these rights shall be:
    - 1.4.1.1. Posted in the workplace, generally available to all employees;
    - 1.4.1.2. Given to new employees at the time of hire;
    - 1.4.1.3. Given to existing employees, volunteers, and interns; and

**SUBJECT: DISCRIMINATION and HARASSMENT FREE WORKPLACE**

- 1.4.1.4. Given to an employee who informs her supervisor of pregnancy, within 10 days after the supervisor receives the information.
- 1.4.2. Marion County Administrative Policy 304, Americans with Disabilities Act, covers procedures for requesting a reasonable accommodation.  
<https://apps.co.marion.or.us/APAP/>
- 1.5. Managers and employees are advised to document incidents of discrimination, sexual assault, or harassment. An employee may voluntarily disclose information regarding an incident of workplace harassment that involves him/her.
- 1.6. Elected officials, department heads, managers, and supervisors are responsible for taking immediate action if they observe or become aware of any form of discrimination, harassment, intimidation, retaliation, or whistleblower retaliation.
  - 1.6.1. 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.
  - 1.6.2. Failure to take such action may result in discipline against the department head, manager, or supervisor.
- 1.7. The Human Resources Department is responsible for reviewing all incident reports or complaints of discrimination, harassment, intimidation, 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.
- 1.8. All Marion County elected officials, department heads, employees, prospective employees, volunteers, interns and contractors must immediately notify their supervisor, a member of management, or the Human Resources Department if they observe or become aware of a situation involving discrimination, harassment, intimidation, retaliation, or whistleblower retaliation.
- 1.9. This policy prohibits retaliation against anyone who files a complaint, participates in an investigation, or reports observing discrimination, workplace harassment, workplace intimidation, sexual assault, or sexual harassment.
- 1.10. The employee filing a complaint shall cooperate fully in the investigation process and be as forthcoming as possible in the investigation to determine if evidence exists to support the allegation.
- 1.11. 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.
- 1.12. Department management, in consultation with Human Resources, is responsible for follow-up on complaints within their departments. This includes determining and imposing appropriate

**SUBJECT: DISCRIMINATION and HARASSMENT FREE WORKPLACE**

discipline if warranted, implementing and monitoring other corrective measures, and reporting the resolution back to Human Resources.

- 1.13. Managers may not require, coerce, or enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation or the receipt of benefits, that contains a nondisclosure provision, a non-disparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing conduct that:
  - 1.13.1. Constitutes discrimination, including conduct that constitutes sexual assault; or
  - 1.13.2. Constitutes discrimination that occurred between employees or between an employee and manager/supervisor in the workplace or at an offsite work-related event that is coordinated by or through the county; or
  - 1.13.3. Occurred between a manager/supervisor and an employee off the employment premises.
- 1.14. If an employee requests to enter into a separation agreement; a non-disclosure agreement non-disparagement clause, a no-rehire clause, and confidentiality clause may be included. All agreements under this subsection are subject to a seven-day revocation period.
- 1.15. Employees alleging an unlawful employment practice have five years after the occurrence of the alleged unlawful employment practice to file a complaint or civil action with the Bureau of Labor and Industries.
- 1.16. This policy must be provided to:
  - 1.16.1. All current employees;
  - 1.16.2. All current and new volunteers and interns;
  - 1.16.3. Employees at the time of hire; and
  - 1.16.4. An employee that disclosed information regarding prohibited discrimination or harassment.
- 1.17. Disciplinary Actions
  - 1.17.1. Observance of and adherence to this policy is mandatory for all county employees. Violation of this policy may result in disciplinary action up to and including termination.
  - 1.17.2. Probationary or temporary employees violating this policy may be subject to immediate termination.
  - 1.17.3. Volunteers violating this policy may be subject to immediate termination.
  - 1.17.4. 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.
  - 1.17.5. Employees who violate this policy by retaliating against others may be subject to disciplinary action, up to and including dismissal.
  - 1.17.6. Violations of this policy in regard to whistleblower retaliation are a potential Class A misdemeanor and may be referred to the Marion County District Attorney's Office for prosecution.

**SUBJECT: DISCRIMINATION and HARASSMENT FREE WORKPLACE**

1.18. The Human Resources Department shall maintain records related to workplace harassment per the department's records retention procedures.

**2. EXCEPTIONS**

There are no exceptions to this policy.

**3. IMPLEMENTATION**

3.1. The Chief Human Resources Officer is responsible for implementation of this policy.

3.2. Elected officials, department heads, managers, and supervisors are expected to be knowledgeable of and shall be responsible for implementing this policy in their respective departments.

**4. PERIODIC REVIEW**

This policy shall be reviewed by the Human Resources Department every three years or more often if necessary, and updated as needed.

Adopted: 04/93  
Reviewed:  
Revised: 12/16  
12/19  
01/20

## Exhibit C

### 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 Lance Loberg, M.D., 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 Lance Loberg, M.D.
- 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.hhsc.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 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.

## Exhibit D

### Juvenile Crime Prevention Contract

#### Definitions:

Cultural Competency - systematic approach that encourages the decision making process and the delivery of services for juvenile crime prevention are delivered in a cultural appropriate and responsive manner.

Gender Specific Services - Comprehensive programming which addresses and supports the psychological development process of female adolescents while fostering connection within relationships in the context of a safe and nurturing environment. Gender-responsive services are those which intentionally allow gender to affect and guide services.

#### In practice:

Culturally competent services acknowledge and incorporate at all levels the importance of culture, assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge and the adaptation of services to meet culturally unique needs.

Gender-specific services acknowledge and incorporate at all levels the importance of gender, assessment of gender-specific differences, vigilance towards the dynamics that result from gender differences, the expansion of gender-specific knowledge and the adaptation of services to meet gender-unique needs.

#### Commitment:

Individuals and/or organizations receiving contracts for services will adhere to these definitions and provide services accordingly.