

Contract Review Sheet

Contract for Services

SO-6066-24 - Am1

Title: AIC Dental Services

Contractor's Name: O'Neill S. Solanky DDS, LLC

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2024

Expires: June 30, 2027

Original Contract Amount: \$ 328,479.96

Previous Amendments Amount: \$ -

Current Amendment: \$ 100,345.04

New Contract Total: \$ 428,825.00

Amd% 31%

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

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Amd 1 - Adding \$100,345.04 in funding through June 30, 2027 for dental services for the Adults in Custody at the Jail. New contract total will be \$428,825.00. The amendment for funding is due to an unanticipated increase in AICs needing dental work.

Original - 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 referral as necessary. The term of this contract is for three years with options to renew for two additional years.

Desired BOC Session Date: 10/7/2026

Contract should be in DocuSign by: 9/16/2026

Agenda Planning Date: 9/24/2026

Printed packets due in Finance: 9/22/2026

Management Update: 9/22/2026

BOC upload / Board Session email: 9/23/2026

BOC Session Presenter(s) Commander Jacob Ramsey

Code: Y

REQUIRED APPROVALS

Sandra L. Fixsen

09/14/2026

Finance - Contracts

Date

Kristy Witherell

Kristy Witherell (Sep 14, 2026 14:10:02 PDT)

09/14/2026

Contract Specialist

Date

Michelle Teed

Michelle Teed (Sep 17, 2026 10:16:44 PDT)

09/17/2026

Legal Counsel

Date

Jan Fritz

Jan Fritz (Sep 17, 2026 12:23:12 PDT)

09/17/2026

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, October 7, 2026

Department: Sheriff's Office

Title: Amendment #1 to the Contract for Services with Dr. O'Neill Solanky

Management Update/Work Session Date: Tuesday, August 25, 2026 Audio/Visual aids ☐

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

Requested Action:

Staff is requesting approval of Amendment #1 to the Contract for Services with Dr. O'Neill Solanky DDS, LLC in the amount of \$100,345.04, for a new contract total of \$428,825.00, for dental services to the Adults in Custody at the Jail through June 30, 2027.

Issue, Description & Background:

Dr. Solanky has been providing dental services to the adults in custody at the jail for more than 13 years. These dental services include consultation, diagnosis, treatment, and referrals as necessary. The last fiscal year, the Sheriff's Office spent \$149,630.00 on dental services, which left only \$59,654.96 on the contract. Due to the increased demand of dental services in the jail, staff is requesting to amend the contract for \$100,345.04. the new contract total will be \$428,825.00 if approved.

Financial Impacts:

Adding \$100,345.04 to the contract for a contract total of \$428,825.00.

Impacts to Department & External Agencies:

N/A

List of attachments:

Amendment #1 and Original Contract

Presenter:

Commander Jacob Ramsey

Department Head Signature:

Jeremy Landers
Jeremy Landers (Sep 15, 2026 06:17:55 PDT)



**AMENDMENT 1 to SO-6066-24
the CONTRACT FOR SERVICES
between**

MARION COUNTY and O'NEILL S. SOLANKY DDS, LLC

This is Amendment 1 to the Contract for Services (as amended from time to time, the "Contract"), dated July 01, 2024 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and O'Neill S. Solanky DDS, LLC , hereafter called Contractor.

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

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$428,825.00 ~~\$328,479.96~~.

**EXHIBIT A
STATEMENT OF WORK**

2. COMPENSATION.

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$428,825.00 ~~\$328,479.96~~.

A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor as per stated rates but not in excess of \$428,825.00 ~~\$328,479.96~~ for completing all services required under this Contract.

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

AMENDMENT 1 to SO-6066-24
the CONTRACT FOR SERVICES
between
MARION COUNTY and O'NEILL S. SOLANKY DDS, LLC

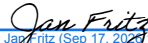
MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature: <u></u> Jeremy Landers (Sep 15, 2026 06:17:55 PDT)	09/15/2026
Department Director or designee	Date

Authorized Signature: <u></u> Jan Fritz (Sep 17, 2026 12:23:12 PDT)	09/17/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u></u> Michelle Teed (Sep 17, 2026 10:16:44 PDT)	09/17/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u></u>	09/14/2026
Marion County Contracts & Procurement	Date

O'NEILL S. SOLANKY DDS, LLC SIGNATURE

Authorized Signature: _____	Date
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Title: _____



Contract Review Sheet

SO-6066-24

Contract for Services #: **SO-6066-24** Amendment #: _____

Contact: **Kristy Witherell** Department: **Sheriff's Office**

Phone #: **(503) 373-4402** Analyst: **Sandra Fixsen**

Title: **AIC Dental Services**

Contractor's Name: **O'Neill S. Solanky DDS, LLC**

Term - Date From: **July 1, 2024** Expires: **June 30, 2027**

Original Contract Amount: \$ **328,479.96** Previous Amendments Amount: \$ **-**

Current Amendment: \$ **-** New Contract Total: \$ **328,479.96** Amd% **0%**

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

Source Selection Method: **50-0160 Health Provider Contracts**

Description of Services or Grant Award

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 referral as necessary. The term of this contract is for three years with options to renew for two additional years.

Desired BOC Session Date: **5/29/2024** Files submitted in CMS for Approval: **5/8/2024**

Agenda Planning Date: **5/16/2024** Printed packets due in Finance: **5/14/2024**

Management Update: **5/14/2024** BOC upload / Board Session email: **5/15/2024**

BOC Session Presenter(s) **Commander Tad Larson**

FOR FINANCE USE

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by:

E4502AF8CAA542C
5/13/2024
Date

DocuSigned by:

50C63A5F708240B
5/14/2024
Date
Legal Counsel

DocuSigned by:

81045E054DBA1EB
5/15/2024
Date
Contract Specialist

DocuSigned by:

1E984034585E453
5/14/2024
Date
Chief Administrative Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: Wednesday, May 29, 2024Department: Sheriff's Office ☐

Title:

Approve Contract for Services with O'Neill S. Solanky DDS, LLCManagement Update/Work Session Date: Tuesday, May 21, 2024 Audio/Visual aids ☐Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action:

Consider approval of the Contract for Services with O'Neill S. Solanky DDS, LLC in the amount of \$328,479.96 to provide dental services to the adults in custody in the Marion County Jail July 1, 2024 through June 30, 2027.

Issue, Description
& Background:

Dr. Solanky has been providing dental services to the adults in custody for more than 13 years. These dental services include consultation, diagnosis, treatment, and referrals as necessary.

Financial Impacts:

Estimated \$109,493.32 per fiscal year of this agreement, for a contract total of \$328,479.96.

Impacts to Department
& External Agencies:

N/A

List of attachments:

Contract Review Sheet, Board Session Agenda Review, Contract, Addendum 1, Attachments A, B, & C

Presenter:

Commander Tad Larson

Department Head
Signature:

Jay Bergman

A8360599G95D420

**MARION COUNTY
CONTRACT FOR SERVICES
SO-6066-24**

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.

RECITALS

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

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

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2027**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2029**.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$328,479.96**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II to Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards
- In accordance with 2 CFR 200.331, Contractor has been designated:
- ☐ Subrecipient
- ☐ Contractor/Vendor
- ☒ Not applicable – (there are no federal funds tied to the contract)

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and 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 Contractor. Failure of Contractor or 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 28. 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 28.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle 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. 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 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 County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of 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 County in excess of authorized expenditures shall be deducted from future payments or refunded to 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 County. Repayment of prior period obligations shall be made to County in a manner agreed on.

9. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by 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 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 County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of 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 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 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 County, 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 Contractor due to a breach by County, then County shall pay 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 County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

15. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out 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 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 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 County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of 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 Contractor, 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 Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by 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 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 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 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 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 email set forth below or to such other addresses or emails 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:

O'Neill S. Solanky DDS, LLC
ossolanky@hotmail.com
426 Lancaster Dr. NE
Salem, OR 97301

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309

25. SURVIVAL

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

26. SEVERABILITY

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

27. AMENDMENTS

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

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

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

B. Unanticipated Amendments

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

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

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

- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Kevin Canew 5.29.2024
Chair Date

Not Present At Meeting

Columbillo 5/29/2024
Commissioner Date

Authorized Signature:	<u><i>Jay Bergmann</i></u> DocuSigned by: A8300599C95D42Q...	<u>5/13/2024</u> Date
Authorized Signature:	<u><i>Jan Fritz</i></u> DocuSigned by: 1E984034585E453...	<u>5/14/2024</u> Date
Reviewed by Signature:	<u><i>Scott Norris</i></u> DocuSigned by: 80C98A6F708240B...	<u>5/14/2024</u> Date
Reviewed by Signature:	<u><i>[Signature]</i></u> DocuSigned by: F4592AF8CAA542C...	<u>5/13/2024</u> Date
	Marion County Legal Counsel	
	Marion County Contracts & Procurement	

O'NEILL S. SOLANKY DDS, LLC SIGNATURE:

O'NEILL SOLANKY 6/5/2024
Authorized Signature: DocuSigned by: E6291645C75E4A3... Date

Title: Dentist

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 a 151,000 square foot structure currently housing 400 adults in custody. The facility is a "direct supervision" jail where deputies are assigned inside the housing units. MCJ books approximately 16,000 people per year. In addition to those being booked, the facility houses individuals awaiting trial, individuals sentenced for one year or less, individuals being held for federal authorities and individuals sentenced to a state correctional facility/penitentiary. The facility also operates as a hub for prisoner exchange. Other jails throughout the state bring prisoners to Marion County to be transported/transferred to other facilities throughout the state and neighboring 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.

- i. 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).
- ii. Contractor shall provide dental services to the AIC housed at the MCJ. These dental services are to include but not limited to:
 - a. Consultation, diagnosis, treatment, and referral to appropriate specialists as required.
 - b. This agreement is for up to three (3) hours of service per week as scheduled/approved by the Medical Supervisor/Department Head.
 - c. The Medical Supervisor/Department Head prior to scheduling shall approve any service over three (3) hours per week.
 - d. County reserves the right to forego weekly dental services if no services are needed.
- iii. 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.
- iv. Contractor agrees to comply with all the requirements of the Prison Rape Elimination Act (PREA). 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:
 - a. 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

- b. Acknowledge the review and receipt of PREA training by signing, dating, and returning the PREA Volunteer and Contractor Information Acknowledgement Form in Attachment A.
- v. Contractor shall maintain professional behavior and comply with the Sheriff's Office Standards of Conduct policy as referenced in Attachment B.
- vi. Contractor shall also read the County's Non-discrimination policy referenced herein as Attachment C and abide by the conditions outlined in the policy.

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 **\$328,479.96**.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor as per stated rates but not in excess of **\$328,479.96** for completing all services required under this Contract.
 - Basic Exam: \$95
 - X-Ray Interpretation: \$65
 - Simple Extraction: \$195 (anything that comes out with instruments)
 - Complicated Extraction: \$315 (anything involving a hand piece)
 - Misc.: \$175 (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 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 County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of 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: Kristy Witherell

PO BOX 14500

Salem, OR 97309

SO-Contracts@co.marion.or.us

Addendum 1

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between County, a political subdivision of the State of Oregon, hereinafter called the County, and 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 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

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.

12. Qualified Service Organization Contract Provisions.

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

Attachment A

PREA Volunteer and Contractor Information Acknowledgement Form

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

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

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

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

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

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

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

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

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

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

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

Signature: _____ Date: _____

Printed Name: _____



MARION COUNTY SHERIFF'S OFFICE

POLICY 1150 – STANDARDS OF CONDUCT

OAA STANDARD: 1.1.1, 1.1.2, 1.4.5, 1.4.7, 1.5.5, 2.2.9

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

POLICY

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

The public entrusts Marion County Sheriff's Office staff to provide quality public service based on the highest ethical and professional standards. The community expects staff to take pride in their commitment to serve, and to uphold high standards of personal conduct, both on and off duty.

1. Professional Conduct

Staff will conduct themselves in the discharge of their duties and their relations with the public and each other in a tactful and professional manner.

- Staff will not publicly criticize the Sheriff's Office, its policies, programs, actions, or staff. Nor shall they perform any acts or make any written or oral statements that would impair or diminish the orderly and effective operation, supervision, or discipline of the Sheriff's Office, unless it is part of a legitimate union activity.
- Staff may comment on matters related to the Sheriff's Office that are of general public concern to the community after taking reasonable steps to check the truth of the facts. If a staff member is not speaking as an official representative of the Sheriff's Office, the staff member must clearly state that he or she speaks only as a private citizen.
- Within the scope of their employment, staff must conduct themselves, on duty and off duty, in a manner that does not damage the positive public perception, integrity, or reputation of the Sheriff's Office.

2. Truthfulness

Absent legitimate safety or investigative purposes, staff will not lie, give misleading information, withhold information with the intent to deceive, or falsify written, verbal, or electronic communications in official reports or in their actions with another person or organization. Staff will impart the whole truth when giving testimony or rendering an official report or statement.

3. Courtesy and Respect

Staff must be respectful, courteous, diplomatic, and civil with the public and each other.

- Staff will refrain from using coarse, loud, indecent, profane, condescending, insolent, or unnecessarily harsh language, absent legitimate safety or investigative purposes.
- Staff will maintain a professional relationship with the public.
- A supervisor will make any criticism of a subordinate's performance or behavior directly to the subordinate and, when practicable, in private.
- Staff must address AICs by last names, such as Mr. Jones or AIC Jones. AICs may be addressed by their first name if done so with the intent of building rapport or facilitating behavioral change.

4. Respect for Diversity

Staff must show respect for the diversity of our community and coworkers. Derogatory remarks, gestures, or other negative actions against anyone based on his or her nationality, race, religion, sex, sexual orientation, gender, gender identity, disability, veteran's status, or age or any other protected class as identified by Federal or State Law are prohibited.

5. Cooperation

Staff members are expected to seek affirmative ways to cooperate and work with each other, public officials, and staff of other agencies to deliver lawful, effective, efficient, and safe services.

- Staff must attempt to understand the duties and responsibilities of other Sheriff's Office staff. They must consult with those staff when actions may reasonably affect their duties and responsibilities.
- In the performance of their duties, staff must help their coworkers when a request or need is made known.

6. Rumors

Staff will not spread rumors (circulate a story or report of uncertain or doubtful truth) about Sheriff's Office policies, activities, staff, public events, or crimes. Reporting possible staff misconduct or concerning behaviors to a supervisor is mandatory and will not be considered spreading rumors.

7. Knowledge and Enforcement of Laws

All staff will know the law and act, within their authority, to enforce all state and local laws and ordinances. If any staff is granted authority to enforce federal law or directed by a federal judge to take action, staff will act within their statutory authority and MCSO policy.

8. Knowledge and Enforcement of Policies and Orders

All staff will be knowledgeable of County and Sheriff's Office policies, procedures, and orders that apply to their duties. Any staff member who questions the clarity or intent of a policy, procedure, or order will seek immediate clarification through the chain of command. Staff members will, within their authority, enforce County and Sheriff's Office policies, procedures, and orders.

9. Record Confidentiality

Staff must maintain the confidentiality of all records, official reports, or statements within the restrictions of federal or state law. Staff must not grant confidentiality if federal or state law mandates openness on a specific record or meeting.

10. Protection of Records

Staff must not remove, make copies, divulge, alter or enter false data or make personal use of any records, reports, letters, documents, recording tapes, pictures, criminal justice files, or other official files, except in the course of official business, as authorized by law, or as the Sheriff directs. Prohibited personal use includes viewing reports or other sensitive documents absent a job-related need or purpose.

11. Unauthorized Use of Sheriff's Office Information

Staff will not use information obtained by means of their employment or volunteer duties for their personal use or financial benefit. Examples include but are not limited to information received from informants, Criminal Justice Databases, Adults in Custody (AIC), or AIC family or acquaintances; learned medical conditions; addresses; and telephone numbers.

12. Withholding Criminal Information

Staff who receive or have knowledge of facts or information relative to a criminal offense must report it to their commanding officer or supervisor. Staff must not divulge information, directly or indirectly, that may enable any person to avoid arrest, conceal or dispose of evidence, or become aware of a criminal investigation against the person by this office or another police agency.

13. Badge and Credentials

Staff must not use another staff member's badge or Sheriff's Office credentials without permission of a command officer. Nor may staff knowingly permit anyone not appointed in the Sheriff's Office to use a Sheriff's Office badge or credential at any time. Staff will not conduct personal business while in uniform or while wearing a badge or other MCSO credentials as it may give others the perception that the staff member is engaged in official business.

14. Misuse of Position

Staff must not use their position with the Sheriff's Office as a means to force or intimidate anyone with whom they are engaged in civil matters to settle the case in their own favor. Staff will not use, permit, or authorize the use of their name, official title, photograph, or other means to identify them as staff of the Sheriff's Office in connection with testimonials or advertisements of any product or commercial enterprise, or for any personal gain, without the written approval of the Sheriff.

15. Use of Official Stationery

Staff must not correspond with any person about their official activities except as provided by Sheriff's Office orders.

- Staff must not use Sheriff's Office stationery or forms for any purpose other than the transaction of official business.
- Staff will write all outgoing Sheriff's Office correspondence under the Sheriff's signature. Its point of origin must be from the Sheriff's Office, not from an individual's home or other place of business.

16. Competent Performance and Attendance

Staff must consistently display acceptable levels of performance and attendance.

17. Gifts and Gratuities

Staff are prohibited from accepting gifts, gratuities, and honoraria that are given with the expectation of preferential treatment, service, decision, or other outcome, or when a reasonable person would perceive the receipt as such. Staff are prohibited from soliciting any gift, gratuity, or honoraria.

Completely unsolicited gifts, gratuities, and honoraria offered in appreciation for services rendered which amount to an aggregate total of less than \$50 per year per source, may be accepted. It is the responsibility of accepting MCSO staff to notify their chain of command (via email) concerning such acceptance within two business days of receipt.

Gifts and gratuities include any product, item, or service offered at no cost, or at a reduced cost. Honoraria include certificates, plaques, commemorative tokens, or other similar items. Gifts, gratuities, and honoraria with a value greater than \$50 must be either declined or directed to a non-profit organization designated by the Sheriff.

Staff will comply with [Marion County Administrative Policy 601 Public Official Ethics](#).

18. Insubordination

Staff are required to observe and obey the lawful verbal and written rules, work instructions, policies, procedures, and practices of the Sheriff's Office and to be respectful toward supervisors and command officers.

- Staff must not be insubordinate to supervisors or higher-ranking personnel.
- Staff must perform all lawful duties and tasks assigned by supervisory or higher-ranking personnel.
- Staff must subordinate their personal preferences and work priorities to the lawful verbal and written orders and directives of supervisors and higher-ranking personnel.
- Staff must comply with all lawful verbal and written rules, duties, policies, procedures, and practices of this Sheriff's Office. Insubordination can include a verbal refusal, a non-verbal refusal, or an unreasonable delay in completing work.
- Insubordination includes disrespectful behavior towards a supervisor or command officer to include cursing, using offensive names, slurs, yelling, attempting to physically intimidate, being argumentative, uncooperative, or threatening.

19. Transactions with AICs

Staff must not buy or accept any article, service, or favor from any AIC.

20. Interactions with AICs

The purpose of this section is to avoid inappropriate staff-AIC relationships that may jeopardize the safety of any person, the security of a facility or the community, or public confidence in the Sheriff's Office. Staff must inform an on-duty supervisor and their own supervisor when they become aware that a friend, relative, or acquaintance is lodged in the jail, placed on probation or parole/post-prison supervision, and/or arrested for criminal activity in Marion County.

Any exceptions to this subsection must be approved in writing by the Sheriff or Undersheriff.

21. Impropriety or Appearance of Impropriety with AICs

MCSO staff with relatives, former relatives, friends, or personal acquaintances in MCSO custody should not be involved or have influence on their status as an AIC.

Staff will not:

- Access any related records, files, or data systems related to the AIC.
- Access any activity, telephone, or other communications records of the AIC.
- Have any input on the AIC's custody level, housing, discipline, work assignment, or release status, in a positive or negative manner.
- Ask any coworker to access or share non-public information about the AIC.

Staff may access information released to the public by the MCSO through the agency external website, social media account, or a press release. Staff may be provided information that is available to the public via public records request.

These requirements continue even after the AIC is released from MCSO or jail custody.

Nothing in this section is intended to present a barrier for staff to report information on potential safety or security risks associated with the AIC. Staff must promptly report to a supervisor any information about the AIC of which they are aware that presents a risk to the AIC or the agency. This includes, but is not limited to, known medical issues, drug abuse, potential for detoxification, mental health, suicidal ideations, or threats.

An exception to the policies contained in this section is allowed for emergency situations where staff must take action for safety or security reasons or because no other staff is available or present. Staff who take action under this section must immediately report it to a jail command officer via the chain-of-command, write a jail informational report, and make an entry in the Jail Management System (JMS).

22. Fraternization with Criminal Offenders and AICs in Personal or Social Activities

Staff should avoid fraternizing in personal or social activities with criminal offenders. In this section, "criminal offender" includes any AIC or person previously convicted of a felony, or required to register as a sex offender. The purpose of this policy is to avoid placing staff in a compromising position, should criminal conduct recur, and to avoid an increased safety risk to any staff, their friends or family, coworkers, or the agency. The increased risk could simply include disclosing information about people, their work, or other sensitive information.

There are times when staff may find contact unavoidable, such as with a person initially unknown to be a criminal offender. In those situations, staff will report the situation to their supervisor upon return to work. Staff must also report contacts that are likely to recur, such as when a criminal offender is a family member or has common friends or associates.

Any exceptions to this subsection must be approved in writing by the Sheriff or Undersheriff.

23. Engaging in Sexual Relations, Conduct, or Contact with AICs is Prohibited

Staff members are prohibited from engaging in sexual relations or sexual contact with any AIC. AICs cannot give consent to sexual contact with staff members. Violation of this policy may result in criminal charges. The term "sexual contact" means any touching of the sexual or other intimate parts of a person or causing such person to touch the sexual or other intimate parts of the actor for the purpose of arousing or gratifying the sexual desire of either party. It shall be a violation of this policy for staff to make sexually suggestive comments, gestures, or physical displays to AICs or have AICs make sexually suggestive comments, gestures, or physical displays towards the staff.

24. Recommending Attorneys

Staff must not suggest, recommend, advise, or solicit for any attorney. Nor may they give counsel on the retention of any attorney, or other person, to anyone that comes to their attention through official business. This does not apply when a relative or friend of a staff member seeks such service or advice.

25. Incurring Sheriff's Office Expenses

Staff must not incur any Sheriff's Office expense or liability without prior approval of a command officer or civilian with budget expenditure authority, except when necessary under emergency conditions.

26. Use of Sheriff's Office and County Property

Staff must not use, remove, or borrow property of the Sheriff's Office or other county departments for other than official business. Property includes supplies, equipment, facilities, and furnishings.

Upon completion of a rotation on a specialty team, training team or promotion, staff must return issued equipment to either their supervisor or the property specialist.

27. Use and Care of Property and Equipment

Staff will properly use and care for Sheriff's Office and county-owned property and equipment. Staff will not use Sheriff's Office and county-owned property and equipment for personal use, unless authorized by a command officer.

Staff also must properly care for all property the Sheriff's Office holds in custodial status, such as evidence and the personal property of arrestees and AICs. Staff must not duplicate a Sheriff's Office or

county key. Staff must not loan a Sheriff's Office or county key to a person who is not authorized to possess it. Staff members may only use keys to support their official duties and associated work activities.

28. Committing Unsafe Acts and Related Conduct

Staff must not commit unlawful acts that endangers or injures their self, another person, or the property of another.

29. Unauthorized Use of Uniform

Deputies wearing the official or a specialty-unit uniform must not shop or carry large quantities of merchandise unless it is directly connected with their duty. While in one of these uniforms, deputies may purchase items to consume or use on duty. Unless it is directly connected with their duty, staff will not wear a uniform, MCSO logo wear, or attire that displays Sheriff's Office emblems or other identifiers to any establishment or event where a reasonable person could construe the Sheriff's Office is officially endorsing the activities or where it could bring discredit upon the Sheriff's Office.

30. Alcohol

Staff, while off duty, must not consume alcohol to an extent that renders them unfit to report for their next regular shift. The consumption of alcohol must not result in the commission of any act that could bring discredit upon the Sheriff's Office. Staff who have the breath odor of or is under the influence of alcohol must not report for duty under any circumstances unless they first inform their supervisor or command officer who then orders them to report.

- Deputies while in uniform, on or off duty, must not consume alcohol in any form.
- Staff must not consume any alcohol while on duty, unless a supervisor approves it, and it is in the performance of duty.
- Staff will not transport alcohol intended for personal use in a county owned vehicle.

Staff will comply with [Marion County Administrative Policy 518 Drug and Alcohol Use and Testing and Procedure 518A](#).

31. Smoking and Chewing Tobacco

Staff must comply with [Marion County Code Chapter 8.40 Smoke-Free and Tobacco-Free County Property](#).

32. Gambling

Generally, no staff will engage in any form of gambling while on duty or while in uniform.

Exceptions to this policy include events such as office sponsored sports pools and nonprofit raffles. The Sheriff may approve other exceptions.

33. Politics

Staff must not solicit funds or otherwise act to influence the results of a political candidate's campaign or election, the passage of any ballot measure, or other political cause while on duty.

Nor may they do so when acting in an official capacity, by using their official title, while wearing the uniform (or any of its parts) or civilian attire that displays Sheriff's Office emblems or other identifiers.

- A staff member must not require, directly or implicitly, that other staff solicit or provide service for or contribute to any political cause, candidate, or party.
- A staff member must not engage in political debates or discussions while in uniform or in the workplace to the detriment of good order and discipline. They must not display or distribute

campaign material while in uniform or in the workplace. This policy does not apply to the display of political materials on personal vehicles in Sheriff's Office parking lots.

34. Religion

Staff will not engage in religious debates or proselytizing while in uniform or in the workplace, nor will they engage in religious discussions to the detriment of good order and discipline.

Staff must not display or distribute religious materials while in uniform or the workplace that is not part of a sanctioned Sheriff's Office chaplain or AIC program, or an AIC's personal mail. Staff may wear religious-symbol jewelry if it does not detract from presenting a professional image. This policy does not apply to the display of religious materials on personal vehicles in Sheriff's Office parking lots. Nor does it apply to the reading of religious material on breaks or meal periods.

35. Personal Mail

Staff may not solicit personal mail that is not related to their profession or duty assignment to be delivered to them at the Sheriff's Office, or any county facility, without the authorization of the Sheriff.

- If staff receives unsolicited personal mail at the Sheriff's Office, they must take reasonable actions to have the sender stop such mailings.
- Staff must not mail personal letters or packages using the County's mail system.
- Processing staff may open all incoming mail to the Sheriff's Office.

37. Duty to Intervene

All staff must recognize and act upon the duty to Intervene to prevent or stop any staff from conducting any act that is unethical, or that violates law or policy (e.g., excessive force, theft, fraud, inappropriate language, sexual misconduct, harassment, falsifying documents, inappropriate behavior, etc.). Intervention may include verbal disapproval and/or physical intervention. Failure to Intervene may subject a staff to disciplinary action. All employees shall report any such incidents, whether perceived or actual, to a supervisor as soon as practical, but no later than 72 hours.

38. Acting on Violations and Misconduct

All staff must report suspected or actual violations of Sheriff's Office orders, policies, or directives or misconduct by any MCSO staff to a supervisor or manager in a timely manner; this includes unconfirmed rumors of staff misconduct. Supervisors must take appropriate action as soon as a potential or actual violation of rules, regulations, policies, or laws comes to their attention.

39. Consequences of Misconduct

Staff misconduct may result in disciplinary action up to and including dismissal and may result in criminal charges for abuse of public office or other criminal charges.

40. Notice to the Sheriff of Impending Legal Actions or Allegations

Within five business days of receiving notice or hearing allegations, staff must give written notice to their supervisor of any pending legal actions or allegations.

This policy applies to the impending criminal allegations, service of protective orders (including restraining or stalking orders), any legal action among coworkers, any legal action that could affect or disrupt the MCSO workplace, other police contact where the employee is the subject of a criminal investigation, or civil suit where there are allegations involving moral turpitude or misconduct of the employee.

This policy does not apply to routine subpoenas to be a witness in a criminal case as part of MCSO employment.

The written notice must include:

- The name of all plaintiffs and defendants; and
- Date, time, location and a brief description of the allegations.

Definitions

Public:	Any person who is not Sheriff's Office staff.
Staff:	Employees, reserve deputies, volunteers, interns, and contract employees of the Sheriff's Office.
Command Officer:	A lieutenant or higher rank.
Adult in Custody (AIC):	A person incarcerated or detained in the Marion County Jail or Transition Center who is accused of, convicted of or sentenced for a violation of criminal law or for the violation of terms and conditions of pretrial release, probation, parole, post-prison supervision or a diversion program. AIC includes those parolees, probationers, arrestees, and others who are in physical police custody or on community corrections supervision in any setting or on any alternative detention program.

signed
SHERIFF NICK HUNTER

8/29/2023
EFFECTIVE DATE

Replaces: 11/3/2020, 1/6/2015

Attachment C

**ADMINISTRATIVE POLICIES**

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