

Contract Review Sheet

Contract for Services

SO-7128-26

Title: MCSO_PSY & MD Services

Contractor's Name: LocumTenens.com, LLC

Department: Sheriff's Office

Contact: Bethany Johnston

Analyst: Sandra Fixsen

Phone #: (503) 589-3261

Term - Date From: _____

Expires: _____

Original Contract Amount: \$ 586,800.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 586,800.00 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Marion County Sheriff's Office along with Marion County Juvenile Department is requesting Contractor to provide Psychiatric Nurse Practitioners and Medical Doctors. The selected individual(s) shall fulfil a temporary need for medical staff at the Marion County Jail and the Juvenile corrections facilities.

Desired BOC Session Date: 6/24/2026

Contract should be in DocuSign by: 6/3/2026

Agenda Planning Date: 6/11/2026

Printed packets due in Finance: 6/9/2026

Management Update: 6/9/2026

BOC upload / Board Session email: 6/10/2026

BOC Session Presenter(s) Commander Jacob Ramsey Code: Y

REQUIRED APPROVALS

Sandra L. Fixsen 06/12/2026
Finance - Contracts Date

Bethany Johnston 06/12/2026
Contract Specialist Date

Andrew Wittendorf 06/12/2026
Legal Counsel Date

Chief Administrative Officer Date



Board Session Agenda Review Form

Meeting date: Wednesday, June 24, 2026

Department: Sheriff's Office

Title: Contract for Services with LocumTenens.com, LLC

Management Update/Work Session Date: Tuesday, June 9, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Bethany Johnston Phone: x3261

Requested Action: Staff is requesting that the Board approve the Contract for Services with LocumTenens.com, LLC in the amount of \$586,800.00 for psychiatric nurse practitioners and physicians for the Jail and Juvenile Department through June 30, 2029.

Issue, Description & Background: The Sheriff's Office and Juvenile Department have maintained a long-standing partnership with Dr. Loberg for physician services. With Dr. Loberg's upcoming retirement at the end of the fiscal year, the County has identified LocumTenens.com, LLC as a successor vendor. LocumTenens.com, LLC offers a comprehensive suite of services, including physician care and a psychiatric nurse practitioner for both the Jail and Juvenile Department. Notably, while the County previously bore the high cost of medical malpractice insurance for Dr. Loberg, LocumTenens.com, LLC provides its own coverage. Integrating these insurance costs into their overall service fee will result in a net cost savings for the County.

Financial Impacts: The contract is valued at \$195,600.00 per fiscal year, totaling \$586,800.00 over the three-year term.

Impacts to Department & External Agencies: It is a statutory requirement to provide physician services to the Jail and Juvenile Department. LocumTenens.com, LLC fulfills this requirement.

List of attachments: CRS, Board form, Contract for Services, Attachments A and B, Addendum 1

Presenter: Commander Jacob Ramsey

Department Head Signature: *Jeremy Landers*
Jeremy Landers (Jun 12, 2026 12:14:19 PDT)

**MARION COUNTY
CONTRACT FOR SERVICES
SO-7128-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and LocumTenens.com, LLC, hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to MCPCR 50-0160 and is a direct award.

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 the later of **June 30, 2029**, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2030**.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, listed in order of precedence, and of which are attached and incorporated herein by reference:

- A. This Contract less exhibits
- B. Exhibit A – Statement of Work
- C. Attachment A- Client Agreement
- D. Attachment B- Prison rape Elimination Act (PREA) Volunteer Form
- E. Addendum #1- Heath Insurance Portability and Accountability Act (HIPPA) Contract Provisions

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$586,800.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

- C. If specified below, county’s payments to Contractor under this Contract 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 [Appendix II to Title 2, Part 200](#) of the Code of Federal Regulations.

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)

4. 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 29. 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 29.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 / a replacement contractor.

- 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.

5. 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.

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. 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.

8. 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.

9. 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 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.

10. 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.

11. 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.

12. 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 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. 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 24 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.

14. 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 14C, 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.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

- A. If terminated under 14A or 14B 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 14C 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 14C or 14D 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 14C 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 14 and 15 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.

24. 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; and
- \$3,000,000 Aggregate limit per Provider
- 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.

25. 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:

LocumTenens.com, LLC
pgiammatteo@locumtenens.com
rdickson@locumtenens.com
2655 Northwinds Pkwy
Alpharetta, GA, 30009

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 4247
P.O. Box 14500
Salem, Oregon 97309

26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. 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.

28. AMENDMENTS

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

A. Anticipated Amendments

This Contract is anticipated to be amended for the following reasons:

- i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.
- ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments

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

29. 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 Items delivered 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.

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

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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: *Jeremy Landers* 06/12/2026
Jeremy Landers (Jun 12, 2026 12:14:19 PDT)
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: *Andrew Wittendorf* 06/12/2026
Marion County Legal Counsel Date

Reviewed by Signature: *Sandra L. Fisen* 06/12/2026
Marion County Contracts & Procurement Date

LOCUMTENENS.COM, LLC SIGNATURE

Authorized Signature: _____
Date

Title: _____

Authorized Signature: _____
Date

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

- A. **GENERAL INFORMATION.** Upon County’s request, Contractor shall provide Psychiatric Nurse Practitioners, Psychiatry PhD, Family Practice Advanced practitioners, and /or Family Practice Medical Doctor (MD). The selected individual(s) shall fulfill a temporary need for medical staff.
- B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.** Contractor shall provide temporary qualified personnel at the locations identified below, and in accordance with the Contractor’s Client Agreement and Addendum incorporated herein as Attachment A.
- Marion County Jail, 4000 Aumsville Hwy SE, Salem, OR 97317
 - Juvenile Department, 3030 Center Street NE, Salem, OR 97301
- 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.

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

Medical Division – Rachael Dickson, rdickson@locumtenens.com

PsY Division – Patrick Giammatteo, pgiammatteo@locumtenens.com

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County’s written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person’s expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$586,800.00**.

- A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor the amounts specified in accordance with the Contractor's Client Agreement and Addendum incorporated herein by reference and attached hereto as Attachment A.
- B. **BASIS OF PAYMENT FOR SERVICES.** Monthly progress payments for completed 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 reimburse Contractor for the temporary personnel's expenses incurred only when essential to the discharge of, and within the course and scope, of Contractor's obligations under this Contract and have been pre-approved by the County during the County's interview/selection process of the selected temporary personnel on a case-by-case basis. Contractor shall include as separate line items on Contractor's invoice approved expense reimbursement for each temporary personnel by name and shall submit supporting documentation of each invoiced expense.
- 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
Attn: Sheriff's Office, Bethany Johnston
PO BOX 14500
Salem, OR 97309

**ADDENDUM FOR Marion County
DESCRIPTION OF CONTRACTORS AND FEE
STRUCTURE**

This Addendum serves as an amendment and supplement to any prior Client Agreements between Marion County ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	Family Practice (Advanced Practitioner)	Family Practice (Doctor)
RATES		
Regular (Onsite)	\$160.00-\$170.00 Per Hour	\$210.00-\$225.00 Per Hour
Overtime	\$240.00-\$255.00 Per Hour after 10.00 Hour(s) Per Day.	\$315.00-\$337.50 Per Hour after 10.00 Hour(s) Per Day.
CALL		
Weekday Call (Onsite)	\$350.00-\$500.00 Per Day	
Weeknight Call (Onsite)	\$350.00-\$500.00 Per Day	
24 Hour Call (Onsite)	\$500.00-\$750.00 Per Day	
HOLIDAY		
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays	Multiplier of 1.50 applied to Rates and Call on Holidays

Specialty:	Psychiatry (Advanced Practitioner)	Psychiatry (Doctor)
RATES		
Regular (Onsite)	\$165.00-\$215.00 Per Hour	\$265.00-\$325.00 Per Hour
Regular (Tele)	\$160.00-\$200.00 Per Hour	\$260.00-\$310.00 Per Hour
Overtime	\$240.00-\$322.50 Per Hour after 40.00 Hour(s) Per Week.	\$390.00-\$487.50 Per Hour after 40.00 Hour(s) Per Week.
Malpractice	Malpractice will be charged for all hours worked at \$4.89 Per Hour	Malpractice will be charged for all hours worked at \$6.89 Per Hour
Deposit	\$5,000.00-\$15,000.00 Per Booking	\$5,000.00-\$15,000.00 Per Booking
CALL		
Weeknight Call (Onsite)	\$375.00-\$500.00 Per Day with a Callback Rate of \$240.00-\$322.50 Per Hour	\$500.00-\$750.00 Per Day with a Callback Rate of \$390.00-\$487.50 Per Hour
24 Hour Call (Onsite)		\$1,200.00 Per Day with a Callback Rate of \$390.00-\$487.50 Per Hour
24 Hour Call (Tele)	\$750.00 Per Day with a Callback Rate of \$240.00-\$322.50 Per Hour	
HOLIDAY		
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays	\$1,200.00 Per Day
FEES & EXPENSES		
Per Diem	\$0.00-\$50.00 Per Booking Day	\$0.00-\$50.00 Per Booking Day
Admin Fee	\$35.00 Per Booking Day	\$35.00 Per Booking Day
Technology Fee	\$0.00-\$50.00 Per Booking Day	\$0.00-\$50.00 Per Booking Day

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is _____ 2026.

CLIENT: Marion County

LOCUMTENENS.COM, LLC

Name:

Name:

Sign : *See Marion County Signature Page*

Sign :

Title:

Title:

Date:

Date:

This Client Agreement is between **Marion County** ("Client" or "you") and **LocumTenens.com, LLC** ("LocumTenens.com," "we" or "us").

1.0 Overview

This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens Contractors (each, a "Contractor"). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement.

2.0 LocumTenens.com Duties

To assist you in obtaining qualified Contractors, LocumTenens.com will:

- 2.1 Source, screen and present potential Contractors as appropriate;
- 2.2 Use our best efforts to present Contractors acceptable to you;
- 2.3 Reimburse the Contractor(s) for his/her fee(s);
- 2.4 Provide malpractice insurance coverage, where required, through our insurance carrier for any and all Contractor(s) provided by us to you;
- 2.5 Verify or assist in obtaining Contractor licensure, as necessary; and
- 2.6 Allow you to retain patient revenue generated by any locum tenens Contractor(s) placed by us.

3.0 Client Duties

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

- 3.1 Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;
- 3.2 Inform LocumTenens.com in writing within forty-eight (48) hours if any Contractor presented by LocumTenens.com, including any Contractor whose name has been submitted for clearance, is currently engaged, or has been previously engaged within the twelve months prior to such presentation or submission for clearance, in active written, two-way communication regarding employment or engagement with or regarding the facility where the medical services are to be provided. Absent such notification, the Contractor will be conclusively presumed to have been introduced by LocumTenens.com. Upon request by LocumTenens.com, Client agrees to submit written or pictorial proof of such communication, or of an introduction by another agency within the twenty-four (24) months preceding the presentation or submission for clearance by LocumTenens.com;
- 3.3 Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;
- 3.4 The Client shall reimburse the Contractor for approved transportation and related expenses necessary for performance under this agreement. All transportation and associated expenses shall be pre-approved in writing by Division Commander prior to incurring any costs. Expenses incurred without prior approval may be deemed non-reimbursable. Reimbursable expenses, when pre-approved, may include: transportation to and from the assigned facility's community, (including applicable luggage surcharges); reasonable and approved lodging accommodations outside of the assigned facility; local transportation within the community (including rental vehicles or, if a personnel vehicle is used, mileage reimbursement at the rate allowed by the Internal Revenue Service); and gasoline expenses (including both local travel and round-trip travel);
- 3.5 Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable. You will be solely responsible for any and all costs and expenses associated with or required for credentialing and/or privileging all Contractors, including but not limited to, costs for medical tests, drug screens, CSR screening, DEA certification, DEA address change and compliance with OSHA requirements. LocumTenens.com shall not be responsible for any such costs associated with, required for or relating to the credentialing or privileging of any Contractor;
- 3.6 Pay all fees associated with any patient compensation fund as applicable by state;
- 3.7 Verify identity of Contractor at Client's facility;
- 3.8 Pay or reimburse LocumTenens.com for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement; Client further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as independent contractors;
- 3.9 Comply and require the assigned facility to comply with AMA, TJC, federal, state and local standards relating to patient care and related activities;
- 3.10 Participate in LocumTenens.com customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor; and
- 3.11 Reimburse all fees charged to LocumTenens.com that arise out of the services of any managed service provider, vendor management system or similar such outsourced management agency that you may engage or utilize; this obligation shall survive any termination or expiration of this Agreement.

4.0 Fees

4.1 You agree to pay LocumTenens.com the specific fees for each Contractor as specified on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.

4.2 Immediately upon your acceptance of a Contractor, you agree to pay LocumTenens.com a deposit in the amount specified on the applicable Contractor Addendum. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.

4.3 You agree to pay LocumTenens.com an administrative service fee in the amount specified on the applicable Contractor Addendum for each day a Contractor delivers services through patient contact or call availability.

4.4 Should a Contractor render services or be scheduled for call on a holiday, all hours will be charged at a holiday premium rate, as outlined in the Contractor Addendum. In addition, if the Contractor does not reside in the geographic area but remains within a fifty (50) mile radius of your facility, regardless of whether the Contractor renders services, on the applicable holiday, the holiday premium rate will apply. Holidays include Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and any other holidays recognized by your facility.

4.5 You are responsible for verifying and signing Contractor's timesheets on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed timesheet indicates your agreement that Contractor has properly provided services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. Any and all timesheets are deemed to be accurate, valid and approved by you at the close of business on the third (3rd) business day following your receipt of the timesheet, and LocumTenens.com is owed payment of the service fees for the time reflected on any such timesheet in accordance with the terms hereof. If you have a question concerning a Contractor's timesheet, you shall notify LocumTenens.com within three (3) business days of your receipt of the timesheet.

4.6 Payment for each time card period is due immediately upon receipt of an invoice. All payments more than Forty Five(45) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later.

5.0 Cancellation of Coverage

LocumTenens.com expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:

5.1 You may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by LocumTenens.com prior to the Contractor's removal and such documentation must be reasonably satisfactory to us. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by us or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from you to the Contractor.

5.2 In the event that you request that a Contractor that has been scheduled to provide services to or for you (whether or not actually placed in your facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. You also agree to reimburse LocumTenens.com for any fees and/or charges incurred by us that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the locum tenens period requested by you (such as non-cancellable rental or lease costs).

5.3 LocumTenens.com will not, in any event, remove a Contractor from or cancel an assignment for illegal or discriminatory reasons.

6.0 Subsequent Placement, Recruitment or Other Usage of a Candidate

Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the applicable amount set forth below, you or the assigned facility may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through LocumTenens.com, following completion of 90 days of locum tenens coverage by that Contractor.

- 6.1 (a) If the Contractor provides in-person medical services and is hired for a permanent position, the recruitment fee is equal to (i) 25% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the Contractor or (ii) 25% of the actual salary, including incentive or other bonus, paid to the Contractor for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of (i) and (ii) is greater. The amount determined under clause (i) shall be payable as provided under Section 6.3, and any additional amount required to be paid under clause (ii) will be paid promptly after the determination thereof.
- (b) If the Contractor provides remote, telemedicine services and is hired for a permanent position, the recruitment fee is equal to (x) 50% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the Contractor or (y) 50% of the actual salary, including incentive or other bonus, paid to the Contractor for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of (x) and (y) is greater. The amount determined under clause (x) shall be payable as provided

under Section 6.3., and any additional amount required to be paid under clause (y) will be paid promptly after the determination thereof. The recruitment fee amounts apply without regard to the specialty of the Contractor.

- (c) The above recruitment fees are payable for any Contractor introduced to you by LocumTenens.com who: (i) Accepts a position with you or with the facility where the Contractor was assigned or any facility, organization or group owned or operated by, or affiliated with you or with the assigned facility, whether or not in your or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you; or (ii) If you or the assigned facility personnel assist in obtaining the position, accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, or if the Contractor obtains privileges at any facility, organization or group owned or operated by or affiliated with you or with the assigned facility.

6.2 If the Contractor engages in locum tenens coverage or provides services for you or any of your affiliates or with the assigned facility, except through LocumTenens.com, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, then the recruitment fee is equal to 25% of the national average annual salary for the Contractor's specialty, excluding incentive or other bonus, as printed by Medical Group Management Association (MGMA) for the then-current calendar year. The recruitment fee is owed without regard to the specialty of the Contractor.

6.3 The recruitment fees above are due on the first day the Contractor performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Client Agreement and whether or not either of us is in breach of any term of this Client Agreement. In addition, should you elect to interview a candidate introduced to you by LocumTenens.com for a permanent position, you agree to pay expenses related to that interview.

7.0 Status of Contractors

Contractors are independent contractors of LocumTenens.com and/or any one of its affiliates (including LT Medical, LLC). Contractors are not employees, agents or subcontractors of LocumTenens.com. Because Contractors are independent contractors, neither LocumTenens.com, nor you, will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

8.0 Standards Of Service

LocumTenens.com is committed to customer satisfaction. Our risk management will periodically review the performance of Contractors while on assignment. You agree to assist LocumTenens.com in this process by providing us with meaningful feedback by (1) including locum tenens Contractors placed through us in the ongoing quality assurance/risk management programs of your facility, (2) providing necessary materials and reports on the performance of Contractors to LocumTenens.com's customer service/risk management team, medical director and legal counsel, and (3) advising us within 48 hours of your notification of any incident or claim involving a Contractor placed through LocumTenens.com so that we may assist in its resolution.

9.0 Term

9.1 The term of this Client Agreement is for a period of three (3) years, with an option to renew for an additional two years unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty(30) days advance written notice of cancellation. Said thirty (30) day period shall commence upon the date of receipt of such notice by LocumTenens.com. Upon termination of this Client Agreement under this paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination plus (ii) the full amount payable and due for any uncompleted portion of the then existing locum tenens periods up to a maximum of thirty calendar days for each such period. You also agree to reimburse LocumTenens.com for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 LocumTenens.com may terminate this Client Agreement for any reason upon thirty(30) days prior written notice effective upon receipt by Client.

10.0 Mutual Indemnification

10.1 LocumTenens.com shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

10.2 Client shall defend, indemnify, and hold LocumTenens.com, its affiliates, officers, directors, employees, counsel, agents, and assigns, harmless from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or any negligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

11.0 General

11.1 Subject to applicable law, the terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors, and any other information of LocumTenens.com which we deem to be proprietary, are confidential and are provided for your internal use only in connection with

your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent.

11.2 Any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Client Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association at any arbitration hearing to be held in the State of Oregon. If LocumTenens.com prevails, Client agrees to pay for reasonable expenses, including attorneys' fees. This paragraph shall be specifically enforceable. The award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction.

11.3 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement, if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

11.4 The failure of either party to exercise any of its rights under this Client Agreement shall not be deemed to be a waiver of such rights.

11.5 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by you without our prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.6 This Client Agreement does not create any rights in any party, other than LocumTenens.com and Client.

11.7 LocumTenens.com will retain its records and provide government authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1).

11.8 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by facsimile or other wire transmission, (iii) by electronic mail where receipt is confirmed, or (iv) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.

11.9 This Client Agreement shall be governed by the laws of the State of Oregon.

The effective date of this Client Agreement is _____, 2026

CLIENT: Marion County

LocumTenens.com, LLC

Name:

Name:

Sign: *See Marion County Signature Page*

Sign:

Title:

Title:

Date:

Date:

Federal Employer ID:

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009



MARION COUNTY SHERIFF'S OFFICE

NICK HUNTER, SHERIFF

PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Jail (MCJ) and The Marion County Transition Center (MCTC) is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. We want to make sure you understand the rules of each facility and how to report a problem, or issue in the unlikely event something happens while you are here.

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.

We prohibit employees and other adults in the facility from doing any of these things at all times. We also maintain appropriate boundaries here. Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an offender or offenders. There is no such thing as **consent** to sexual activity in a correctional setting.

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

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

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

What to Do If You See or Suspect Sexual Misconduct, or if an Offender Reports a Problem to You: Although we do a number of things to keep everyone safe, we want you to know what to do if you see something that looks like a problem or if an offender reports a problem to you.

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

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

Acknowledgement: By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding to The Marion County Sheriff’s Office Jail and Transition Center’s sexual misconduct prevention, detection, and response policies and procedures.

Signature: _____ **Date:** _____

Printed Name: _____

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

INTRODUCTION

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

and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

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

2. **Term.**

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

3. **Limits on Use and Disclosure.**

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

4. **Permitted Uses and Disclosures by BUSINESS ASSOCIATE.**

- a. Statutory Duties.
 - (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:
 - (1) The disclosure is Required by Law;
 - (2) 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;

- (3) 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).
- (4) 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).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

- f. Right of Access to Information. BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. Access to Documentation of Disclosures. BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. False Claims, Fraud, Waste and Abuse. BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:
 - (1) Office of Inspector General (OIG) <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>
 - (2) Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

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

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

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

10. Termination of Contract.

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
 - (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.

 - (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

11. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.

- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.

- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. Qualified Service Organization Contract Provisions.

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