



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 4, 2017

Department: Sheriff's Office Agenda Planning Date: 12/29/2016 Time required:

Audio/Visual aids

Contact: Camille Peterson Phone: 503-589-3261

Department Head Signature: Sheila Lorange for Sheriff Myers

TITLE OHA - Oregon State Hospital GEI Client \_ Transport IGA

Issue, Description & Background This agreement is for MCSO Deputies working overtime to provide transport services for GEI Clients from the State Hospital to and from medical and mental health appointments.

Financial Impacts: This contract is for incoming funds, not-to-exceed \$50,000.00

Impacts to Department & External Agencies

Options for Consideration: Approve or do not Approve

Recommendation: Approve

List of attachments: Contract, BOC form, Contract Review Sheet

Presenter: Sheriff Jason Myers, Commander Sheila Lorange, Sgt. Kristin Knutson

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

Copies to: cpeterson@co.marion.or.us





**Marion County**  
OREGON  
FINANCE DEPARTMENT

# Contract Review Sheet

Contract #: \_\_\_\_\_

Person Sending: Camille Peterson Department: SO

Contact Phone #: 503-589-3261 Date Sent: 12/22/2016

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

Title: OHA- Oregon State Hospital GEI Client Transport

Contractor's Name: OHA - Oregon State Hospital

Term - Date From: 1/1/2017 Expires: 6/30/2017

Contract Total: \$50,000.00 Amendment Amount: \_\_\_\_\_ New Contract Total: \$50,000.00

Source Selection Method: Exemption (identify rule/statute) #  OAR 125-246-0365

### Additional Considerations (check all that apply)

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

### Description of Services or Grant Award:

**This agreement is for MCSO Deputies working overtime to provide transport services for GEI Clients from the State Hospital to and from medical and mental health appointments.**

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

### REQUIRED APPROVALS:

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Risk Manager \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_  To be filed  Added to master list

Returned to \_\_\_\_\_ Department for \_\_\_\_\_ signatures





**Agreement Number 152939**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Marion County Sheriff's Office  
100 High Street Ne  
Salem, Oregon 97301  
Telephone: 503-588-8572  
Facsimile: 503-589-3259**

**Contact: Sheila Lorange, Commander Operations  
E-mail address: [slorange@co.marion.or.us](mailto:slorange@co.marion.or.us)**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**Oregon Health Authority  
Oregon State Hospital  
2600 Center Street NE  
Salem, Oregon 97301  
Agreement Administrator: Josiah Roldan or delegate  
Telephone: 503-932-7653  
E-mail address: [JOSIAH.J.ROLDAN@state.or.us](mailto:JOSIAH.J.ROLDAN@state.or.us)**

**1. Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on January 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2017. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: RESERVED
- (7) Exhibit E, Part 1: Oregon State Supplemental General Provisions
- (8) Exhibit E, Part 2: Oregon State Hospital, Confidentiality Agreement (OSH Stock #75059)
- (9) Exhibit E, Part 3: Oregon State Hospital Policy and Procedure 5.001, Drug-Free Workplace
- (10) Exhibit E, Part 4: Oregon State Hospital Policy and Procedure 5.009, Staff-Patient Relationships
- (11) Exhibit E, Part 5: Oregon State Hospital Policy and Procedure 5.017, Dress Wear of Staff and Volunteers
- (12) Exhibit E, Part 6: Oregon State Hospital Policy and Procedure 7.008, Abuse of Hospitalized Patients, and Reporting Allegations of Abuse of Hospitalized Children, Adults and Elderly Persons
- (13) Exhibit E, Part 7: Oregon State Hospital, Patient Abuse Form 7.008-fm
- (14) Exhibit E, Part 8: Oregon State Hospital Policy and Procedure 8.007, Employee, Patient and Visitor Identification
- (15) Exhibit E, Part 9: Oregon State Hospital Policy and Procedure 8.023, Parking at Oregon State Hospital
- (16) Exhibit E, Part 10: Oregon State Hospital Policy and Procedure 8.024, Tool/Sharp Security
- (17) Exhibit E, Part 11: Oregon State Hospital Policy and Procedure 8.027, Weapons on Campus

5. **County Data and Certification.**

- a. **County Information.** County shall provide information set forth below. This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): Marion County, Oregon

Street address: PO Box 14500  
City, state, zip code: Salem OR 97309  
Email address: slorance@co.marion.or.us  
Telephone: (503)588-8572 Facsimile: (503)589-3259  
Federal Employer Identification Number: 93-6002307

**Proof of Insurance:**

Workers' Compensation Insurance Company: Self-insured  
Policy #: - Expiration Date: until cancelled

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of

- (18) Exhibit E, Part 12 Oregon State Hospital Policy and Procedure 8.033,  
Violence Free Workplace, Campus
- (19) Exhibit E, Part 13 RESERVED
- (20) Exhibit E, Part 14 RESERVED

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, and E.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$50,000.00. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

- County is a sub-recipient     County is a vendor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Not Applicable



Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
  - (5) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures.**

**Marion County Sheriff's Office**

**By:**

|   |                |                 |
|---|----------------|-----------------|
|  | <i>Sheriff</i> | <i>12/21/14</i> |
| _____<br>Authorized Signature   | _____<br>Title | _____<br>Date   |

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190**  
**By:**

|                               |                |               |
|-------------------------------|----------------|---------------|
| _____<br>Authorized Signature | _____<br>Title | _____<br>Date |
|-------------------------------|----------------|---------------|

**Approved for Legal Sufficiency:**

|  |               |
|--|---------------|
| <u>Not Required per OAR 137-045-0030(1)(a)</u> |               |
| _____<br>Assistant Attorney General            | _____<br>Date |

**Program Review:**

|       |                |               |
|-------|----------------|---------------|
| _____ | _____<br>Title | _____<br>Date |
|-------|----------------|---------------|

**Office of Contracts and Procurement:**

|   |               |
|---|---------------|
| _____<br>Larry O. Briggs, Contract Specialist | _____<br>Date |
|---|---------------|

State of Oregon  
Oregon Health Authority Agreement  
Agreement # 152939

**MARION COUNTY SIGNATURES**

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date



## EXHIBIT A

### Part 1 Statement of Work

#### 1. Tasks and Requirements.

- a. County shall provide Secure Non-Emergent Medical Transport Services (Transport Service(s)) for all OSH Patients classified under ORS 161.327 and ORS 161.328 who have no privileges to go to outside appointments without restraints. County shall provide upon referral from Agency, Transportation Services for Agency Patients between locations that may include psychiatric facility or hospital, medical location or hospital or other locations. The majority of Transport Services will be provided within Marion County Oregon, however occasional Transport Services may be provided to other locations as required to provide medical services. The exact scheduling and locations will be determined prior to each transport service opportunity being referred by Agency. Agency will attempt to not schedule overlapping appointments when possible.
  - (1) County shall make every reasonable effort to provide Transport Services on short notice.
  - (2) Agency shall make every reasonable effort to provide a schedule of needed Transport Services seven (7) days prior to date Transport Services are required.
- b. County shall provide a minimum of one (1) Deputy Sherriff for each Transport Service.
- c. Agency shall provide a minimum of one (1) staff member to ride along on Transport Services. Agency staff shall remain hands-off while Patient is in physical custody of Deputy. Agency staff shall provide:
  - (1) The deputy with information, on need to know basis, about the Patient that will assist in safe transportation of the Patient.
  - (2) Assistance in verbal communication with the Patient, assuring that when possible the Patient remains calm.
- d. County shall provide Transport Services as necessary Monday through Friday between the hours of 7:30 AM and 5:30 PM or as reasonably requested and agreed to by both parties.
- e. County shall make every attempt to provide deputies trained in Crisis Intervention Training.
- f. County shall be responsible for scheduling assigned personnel and shall utilize said personnel for Sheriff's Office assignments when not involved in activities for Agency. Assigned deputies are in no way considered an employee of Agency and shall be directed by operational and personnel policies of County. Salaries and fringe benefits will be provided by County.

- g. The rendition of deputy transport services, the standards of performance, the discipline of deputy, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with County. Issues arising during the performance of contracted services by the deputy assigned will be addressed through Agency and County representatives. Agency may establish transport service priorities which the County will communicate to the deputy.
- h. For the purpose of this Agreement and the services herein, County shall furnish and supply all necessary labor, supervision, equipment, radio communications facilities, and supplies necessary to maintain the level of services to be rendered.
- i. County shall accommodate requests for particular coverage requested by Agency within the terms of this Agreement.

**2. Safety.**

County must maintain safety and order while transporting the patient, including, but not limited to the following:

- a. County agrees that the Secured Transport services will be performed in a safe, skillful, professional and legal manner in accordance with the appropriate local, state or federal rules and statutes, the standards of the Secured Transport profession, and the laws and rules that govern the operation of motor vehicles.
- b. Safety and use of restraints.
  - (1) County shall avoid incidents of runaway, harm or injury to the Patient, County staff, Agency staff and others while the Patient is in transport. County shall determine the most appropriate level of intervention based on the patient's presentation or behavior.
    - (a) When deciding on appropriate restraint to be used, County shall consider the medical condition of the Patient (i.e., significant extremity fracture(s); cardiac arrest, etc.).

**3. Incident Reporting.**

County shall immediately contact the Agency Contract Administrator of any incident requiring medical assistance, any injury to the Patient, additional law enforcement response, any incident that has the potential of causing a public or media response, or any event considered out of the normal transport experience that could necessitate a response from Agency or a grievance form filed for a Patient that is receiving or has received services under this Agreement. County shall provide incident reports to the Contract Administrator as soon as possible after the incident.

**4. Point of Contact.**

- a. In addition to Agency's responsibilities set forth elsewhere in this Agreement, Agency shall provide the necessary administrative staff support and resources

necessary to expeditiously resolve issues related to the Transportation Services. Upon execution of this Agreement Agency shall specify a point of contact to work with County on this effort.

- b.** In addition to County's responsibilities set forth elsewhere in this Agreement, County shall provide the necessary administrative staff support and resources necessary to expeditiously resolve issues related to the Transportation Services. Upon execution of this Agreement County shall specify a point of contact to work with County on this effort.

**EXHIBIT A**

**Part 2  
Payment and Financial Reporting**

**1. Payment Provisions.**

- a. County shall send all invoices to:  
Oregon State Hospital Accounting  
2600 Center St NE  
Salem OR, 97301
- b. County shall provide one monthly invoice billable immediately following each calendar month. Monthly invoices shall include all services provided in the calendar month. Monthly invoices shall be provided in accordance with the payment schedule described in Exhibit A, Part 2, Section 2.
- c. County shall provide the following on each invoice:
  - (1) County name and address
  - (2) County point of contact name, phone number, fax, email and address
  - (3) Agreement number
  - (4) Original Agreement amount
  - (5) Balance of Agreement amount
  - (6) Amount invoiced to date
  - (7) Amount of Current invoice
  - (8) Invoice number
  - (9) Itemized listing of dates services were performed and hours worked on each date
- d. County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

**2. Payment Schedule**

- a. County, hourly expenses at overtime rate.

|  |                                    |            |
|--|------------------------------------|------------|
| Personnel Services for one Deputy:               | Salary & Benefits at Overtime Rate | \$73.00/hr |
| Materials & Services: (Converted to hourly rate) | Vehicle                            | \$3.25/hr  |
|  | Communication Services             | \$6.97/hr  |
|  | Admin Charges                      | \$7.91/hr  |
| Total Hourly Cost:                               |                                    | \$91.13/hr |



**b. Minimum service charge, as required under the County Collective Bargaining Agreement with Marion County Law Enforcement Association (MCLEA)**

- (A) County may assess a four (4) hour minimum service fee for any transport provided.
- (B) County may charge the minimum service fee for any transport services not canceled at least four (4) hours prior to scheduled transport. Agency shall make every reasonable attempt to notify County of cancellations with as much notice as possible.

|  |                |          |
|--|----------------|----------|
| Minimum Charge per transport service provided: | Four (4) hours | \$364.52 |
|--|----------------|----------|

**3. Travel and Other Expenses.**

OHA will not reimburse County for any travel or additional expenses under this Agreement.

## EXHIBIT A

### Part 3 Special Terms and Conditions

1. **Confidentiality of Client Information.**
  - a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.
2. **Amendments.**
  - a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
    - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
    - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
  - b. OHA further reserves the right to amend the Statement of Work for the following:
    - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
    - (2) Implement additional phases of the Work; or
    - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

**3. County Requirements to Report Abuse of Certain Classes of Persons.**

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
  - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS' Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
  - (1) The name and address of the abused person and any people responsible for their care;
  - (2) The abused person's age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and

(6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

f. Contractor who witnesses or has information about an alleged abusive act that has occurred at Oregon State Hospital (OSH) must immediately report the incident directly to the Office of Adult Abuse Prevention and Investigations:

(1) Weekdays 8 a.m. – 5 p.m. at 503-945-9495.

(2) Weekdays 5 p.m. – 10:00 pm or weekends from noon – 10 p.m. at 503-559-1201.

g. Contractor who witnesses or has information about an alleged abusive act that has occurred at Oregon State must also notify OSH's Superintendent by one of the methods listed below:

(1) In person;

(2) Hand delivered memorandum;

(3) Email;

(4) Local Area Network (LAN)

(5) Telephone call;

(a) Superintendent - Weekdays 8 a.m. – 5 p.m. at 503-945-2870

(b) Assistant to Superintendent – Weekdays 8 a.m. – 5 p.m. at 503-945-2852.

(c) After hours including weekends and holidays, to Superintendent via the Oregon State Hospital Communication Center at 503-945-2800

Regardless of the manner of reporting, a written report also must be submitted which includes details of the incident, date of the report, and name of the reporter.

**4. Criminal History Checks, Fingerprinting and Drug Screen.**

a. County shall verify that any employee working with clients referred by OHA has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with OHA's client. County shall establish verification by:

(1) having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with County, OR

(2) County as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. County will need to give to OSP the applicant's name, birth date and social security number.

b. County shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to

working safely with OHA clients. If County notes a conviction from any of the above listed crimes on the applicant/employee's record, and County chooses to hire the employee/applicant, County shall confirm in writing, the reasons for hiring the individual.

- c. These reasons shall address how the applicant/employee is presently suitable or able to work with referred OHA clients in a safe and trustworthy manner. County will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.
  - d. The criminal history check procedures listed above also apply to County. County shall establish a personal personnel file and place County's criminal history check in named file for possibility of future OHA review.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b.** OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or

performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Funds Available and Authorized Clause.**

a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7



below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

**7. Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

**8. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
  - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
  - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
  - b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.
10. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
    - (1) For its convenience, upon at least 30 days advance written notice to OHA;
    - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement,

as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no

longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

**11. Effect of Termination.**

a. **Entire Agreement.**

(1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.

(2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**12. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**13. Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**14. Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of

or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
16. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
17. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
19. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable

OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:**  
Office of Contracts & Procurement  
250 Winter St NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

**COUNTY:**  
Marion County Sheriff's Office  
Contact Name Sheila Lorance  
100 High Street NE  
Salem, OR 97301

Telephone: 503-588-8572

Telephone:

Facsimile Number:

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such

proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

29. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
30. **Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.



## EXHIBIT C

### Subcontractor Insurance Requirements

**General Requirements.** County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance.
2. **Professional Liability:**
  - Required by OHA  Not required by OHA
  - Per occurrence limit for any single claimant:
    - From commencement of the Agreement term through June 30, 2016:.... \$3,000,000.
    - From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).
  - Per occurrence limit for multiple claimants:
    - From commencement of the Agreement term through June 30, 2016:.... \$5,000,000.
    - From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).
3. **Commercial General Liability:**
  - Required by OHA  Not required by OHA
  - Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage

shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA:

**Bodily Injury/Death:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016: ...\$3,000,000.  
From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016: ...\$5,000,000.  
From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

**AND**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016: ...\$200,000.  
From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016: ...\$600,000.  
From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

**4. Automobile Liability:**

Required by OHA  Not required by OHA

Automobile Liability Insurance covering all owned, non-owned and 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"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA:

**Bodily Injury/Death:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016: ...\$3,000,000.  
From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016: ...\$5,000,000.  
From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

**AND**

**Property Damage:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016:....\$200,000.

From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016:....\$600,000.

From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## EXHIBIT D

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental

Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative

action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
  - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in



which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**14. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

## EXHIBIT E

### Part 1

#### Oregon State Hospital Supplemental General Provisions

County providing services under this Agreement must abide by Policies and Procedures, OARs and complete required forms:

#### 1. Privacy and Information Security Policies

Ctrl + click on the policy title to access the following:

- a. [General Privacy](#)
- b. [Individual Privacy: Permissible and Prohibited Use and Disclosure of Information](#)
- c. [Accessing Individual Records](#)
- d. [Recording and Accounting for Disclosures of Individual Information](#)
- e. [Individual Privacy: Restricting Access to Individual Information](#)
- f. [Amending Individual Records](#)
- g. [Individual Privacy: Alternate Communications](#)
- h. [Using the Minimum Necessary Standard for individual Information](#)
- i. [Administrative, Technical, and Physical Safeguards](#)
- j. [Release & Waivers for Use and Disclosure for Research Purposes](#)
- k. [De-identification of Client Information and Use of Limited Data Sets](#)
- l. [Enforcement, Sanctions, and Penalties for Violations of Individual Privacy](#)
- m. [OHA Business Associate Relationships](#)
- n. [Report and Response to Privacy and Security Incidents](#)

2. Oregon State Hospital Confidentiality Agreement OSH Stock #75059 attached hereto as Exhibit E, Part 2
3. Oregon State Hospital Policies and Procedures 5.001 Drug-Free Workplace attached hereto as Exhibit E, Part 3
4. Oregon State Hospital Policies and Procedures 5.009 Staff-Patient Relationships attached hereto as Exhibit E, Part 4
5. Oregon State Hospital Policies and Procedures 5.017 Dress Wear of Staff/Volunteer attached hereto as Exhibit E, Part 5

6. Oregon State Hospital Policies and Procedures 7.008 Abuse of Hospitalized Patients, and Reporting Allegations of Abuse of Non-Hospitalized Children, Adults and Elderly Persons attached hereto as Exhibit E, Part 6
7. Oregon Administrative Rule – Division 45 – Office of Investigations and Training – Abuse of Individuals Living in State Hospitals – 943-045-0400 through 943-045-0520 at [http://areweb.sos.state.or.us/pages/rules/oars\\_900/oar\\_943/943\\_045.html](http://areweb.sos.state.or.us/pages/rules/oars_900/oar_943/943_045.html)
8. Patient Abuse Form 7.008-fm attached hereto as Exhibit E, Part 7
9. Oregon State Hospital Policies and Procedures 8.007 Employee, Patient and Visitor Identification attached hereto as Exhibit E, Part 8
10. Oregon State Hospital Policies and Procedures 8.023 Parking at Oregon State Hospital attached hereto as Exhibit E, Part 9
11. Oregon State Hospital Policy and Procedure 8.024, Tool/Sharp Security attached hereto as Exhibit E, Part 10
12. Oregon State Hospital Policies and Procedures 8.027 Weapons on Campus attached hereto as Exhibit E, Part 11
13. Oregon State Hospital Policies and Procedures 8.033 Violence Free Workplace/Campus attached hereto as Exhibit E, Part 12
14. Exhibit E, Part 13 – RESERVED
15. Exhibit E, Part 14 – RESERVED

**EXHIBIT E**

**Part 2**

**Oregon State Hospital Confidentiality Agreement**

I understand that Oregon State Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their health information. Additionally, Oregon State Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, computer systems, and management information (collectively "Confidential Information").

In the course of my employment/assignment at Oregon State Hospital, I realize that I may come into possession of Confidential Information.

I further understand that I must sign and comply with this agreement in order to get authorization for access to any of Oregon State Hospital's Confidential Information.

1. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not need to know it. In addition, I understand that my personal user code, user ID(s), and password(s) used to access computer systems are also an integral aspect of this confidential information.
2. I will not access or view confidential Information, or utilize equipment, other than what is required to do my job.
3. I will not discuss Confidential Information where others can overhear the conversation (for example, in hallways, on elevators, at restaurants, etc.). It is not acceptable to discuss Confidential Information in public areas, even if the patient's name is not used. Such a discussion may raise doubts among patients and visitors about our respect for their privacy.
4. I will not make inquiries about Confidential Information for other personnel who do not have proper authorization to access such Confidential Information.
5. I will not knowingly inform another person of my computer password or knowingly use another person's computer password unless authorized to do so in writing.
6. I will not make any unauthorized transmissions, inquires, modifications, or purging of Confidential Information in Oregon State Hospital's computer system. Such unauthorized transmissions include, but are not limited to removing and/or transferring Confidential Information from Oregon State Hospital's computer system to unauthorized locations (for instance, home).
7. I will log off any computer terminal prior to leaving it unattended.
8. I will comply with any security or privacy policy promulgated by Oregon State Hospital to protect the security and privacy of Confidential Information.
9. I will immediately report to my supervisor any activities, by any person, including myself, that is a violation of this Agreement or of any Oregon State Hospital information security or privacy policy.
10. Upon termination of my employment, I will immediately return any documents or other media containing Confidential Information to Oregon State Hospital.
11. I agree that my obligations under the Agreement will continue after the termination of my employment.
12. I understand that violation of this agreement may result in disciplinary action, up to and including termination of employment and/or suspension in accordance with Oregon State Hospital's Confidentiality and Security of Patient Information Policy as well as legal liability.
13. I further understand that all computer access is subject to audit.

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By signing this document I understand and agree to the following: I have read the above agreement and agree to comply with all its terms.

Signature of employee/contractor/student/volunteer: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT E  
Part 3  
**OREGON STATE HOSPITAL**

**POLICIES AND PROCEDURES**

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**SECTION 5:** Human Resource Management **POLICY: 5.001**

**SUBJECT:** Drug-Free Workplace

**POINT**

**PERSON:** DIRECTOR OF HUMAN RESOURCES

**APPROVED:** GREGORY P. ROBERTS  
SUPERINTENDENT

**DATE:** JANUARY 10, 2012

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**I. POLICY**

Oregon State Hospital is committed to achieving a workplace free from the effects of drug and alcohol abuse. Drugs or alcohol which impairs job performance, create a risk to the health and safety of the employee or others, or have a negative impact on job responsibilities are prohibited in the workplace.

All employees shall, as a condition of employment, abide by provisions of this policy.

**II. DEFINITIONS**

"Controlled Substance" means a controlled substance is defined in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as defined by regulation in 21 C.F.R. 1308.11 through 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal Drug Statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance.

"Drug" is defined as alcohol, prescription drug, over-the-counter drug, illegal drug, or any other substance that alters a person's mood and actions.

"Drug-Free Workplace" means a site for the performance of work, done in connection with a specific grant or contract, at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance.

"Drug-Free Workplace Act of 1988" is the Act which covers federal government contractors who receive federal contracts totaling \$25,000 or more and/or employers who are recipients of federal grants of any amount.

"Drug Screening" means the testing of blood, urine, or other types of testing as deemed necessary to determine use and/or impairment. Drug screening shall include, but is not limited to, screening for the following drugs and/or drug metabolites: amphetamines, barbiturates, cocaine, methadone, opiates, benzodiazepines, codeine, propoxyphene, marijuana, and alcohol.

"Positive Test" means positive test results from the presence of a drug in urine or blood in any quantity.

"Reasonable Suspicion" means a belief based upon behavioral, physical, or performance indicators, or the apparently reliable testimony of a person claiming to have personal knowledge of the misuse of alcohol or drugs by the individual, sufficient to lead a person to suspect that drug/alcohol use has occurred or is occurring.

"Under the Influence of Drugs or Alcohol" means: 1) the presence of drugs in the urine or blood; 2) altered behavior due to drug use (during and after use).

Other Definitions - See Personnel Rule 10.000.01.

### III. PROCEDURES

#### A. Employee:

1. Employees shall not unlawfully manufacture, distribute, dispense, possess, use, or be influenced by a controlled substance in the workplace. The only use of a controlled substance is under the direct supervision of the employee's personal physician.
2. An employee having a drug or alcohol problem is encouraged to seek assistance on a confidential basis through the Employee Assistance Program or through a private provider at the employee's expense.
3. All employees shall become familiar with materials designed to inform employees of the:

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**SUBJECT: Drug-Free Workplace**

**POLICY NUMBER 5.001**

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- a. dangers of alcohol and drug abuse in the workplace;
  - b. existence and content of this policy for maintaining a drug-free workplace;
  - c. availability of counseling through the Employee Assistance Program; and
  - d. penalties that may be imposed for drug and alcohol abuse violations occurring in the workplace.
4. All employees shall, as a condition of employment, notify the Superintendent or the Manager of the Office of Human Resources of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

**B. Appointing Authority:**

1. The Superintendent or designee, upon having reasonable suspicion of employee use of alcohol or a controlled substance in the workplace, or upon determining that an employee has engaged in the manufacture, distribution, dispensation or possession of a controlled substance in the workplace, shall, pending any criminal drug statute conviction for a violation occurring in the workplace, take appropriate action. Appropriate action may include but is not limited to transfer, granting leave with or without pay to attend the Employee Assistance Program, or a private provider program at the employee's expense, or suspension without pay.

Reasonable suspicion of any employee use of alcohol or a controlled substance shall be based on any of the following:

- a. observed abnormal behavior or impairment in mental or physical performance (i.e., slurred speech or difficulty walking);
  - b. direct observation of use in the workplace;
  - c. reliable information concerning use in the workplace;
  - d. a work related accident in conjunction with a basis for reasonable suspicion as listed above.
2. Within thirty (30) days of an employee's criminal drug statute conviction for a violation occurring in the workplace, the Appointing Authority shall:



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**SUBJECT:** Drug-Free Workplace

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- a. take appropriate disciplinary action, with regard to the employee, up to an including termination;
  - b. require satisfactory participation by the employee in a drug abuse assistance or rehabilitation program. Such program must be approved for this purpose by a federal, state, or local health, law enforcement, or other appropriate agency.
3. Failure to participate or maintain satisfactory participation in a rehabilitation program shall be considered in determining the employee's employment status.
- C. Training:
1. Employees of Oregon State Hospital shall receive initial education at the time of hire (General Orientation) relative to this policy and procedure. This training is coordinated and delivered by the Office of Human Resources.
- D. Supervisor/Management Responsibilities:
1. Maintain level of competence in assessing impaired employees.
  2. Communicate with Office of Human Resources any questions related to drug and alcohol impairment.
  3. If in the assessment of the supervisor/manager an employee is impaired by drugs or alcohol, the employee shall be removed from assigned job responsibilities and Office of Human Resources contacted immediately for further evaluation and action.
- E. Drug Screening Practices:
1. Pre-Employment Screening
    - a. The Office of Human Resources shall maintain pre-employment screening practices designed to prevent hiring individuals who use illegal drugs or alcohol.
    - b. As a condition of employment, all individuals selected for hire shall be referred for drug-screening testing.
    - c. Job announcements and recruitment shall contain a notice regarding this program.

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- d. The drug screen shall be done post job offer. After selecting the successful candidate, the hiring supervisor shall have the candidate contact the designated HR Representative within 24 hours. The designated HR Representative shall confirm with the candidate the schedule for the screening test. The applicant's start date for the position is contingent upon the results of the drug screen.
- e. The designated HR Representative shall discuss the process and obtain the necessary information on the drug screen referral form. A completed copy of the form shall be faxed to the test site. The candidate shall provide signatures prior to testing to the test site representative.
- f. If the test is positive for drugs or the sample has been altered, the offer of employment shall be withdrawn.
- g. The laboratory shall confidentially e-mail the test results to the Office of Human Resources. The designated person shall immediately phone the results to the appropriate hiring supervisor.
- h. Records Retention:
  - 1) Negative screening results (i.e., no drugs present) shall be maintained in a separate, confidential file in the Office of Human Resources on the candidate who is hired/appointed. The documentation received on a negative screening shall be destroyed after one year.
  - 2) Positive test results shall be maintained in a separate, confidential file in the Office of Human Resources, along with the application and authorization forms and shall be destroyed after five years.
- i. All employees involved in the program are reminded that confidentiality is of the utmost importance and necessity. Information pertaining to this policy may be disclosed only on a need-to-know basis.

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**SUBJECT: Drug-Free Workplace**

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2. **Employee Drug Screening**  
When an employee's supervisor has reasonable cause, pursuant to Section III.B., of this policy, to believe that an employee is in violation of this policy they must immediately contact the Office of Human Resources. If outside of normal business hours, contact communication center who shall contact the HR Manager. Office of Human Resource staff shall assist the supervisor with an assessment of the employee's behavior and performance. Refusal to consent may result in disciplinary action up to and including termination of employment.
3. At the discretion of the Office of Human Resources and for reasonable cause, employees upon return from an extended leave may be tested.

**F. Other:**

1. Any employee using prescribed medication which might possibly impair physical or mental functioning, must inform their immediate supervisor. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from a physician may be required.
2. If there is reasonable suspicion of any violation of this policy, an employee may be required to submit to search of their desk, file, locker or any other container provided by Oregon State Hospital.
3. When Oregon State Hospital has reasonable suspicion or grounds to believe that an employee is in violation of this policy, at the direction of the Appointing Authority, the employee may be required to consent to drug screening testing. Refusal to consent may result in disciplinary action up to and including termination of employment.

**IV. REFERENCES**

MHDDSD Directive 8.011, Drug Free Workplace ORS  
240.125 (3), 240.250, 240.321(2)

Drug-Free Workplace Act, 1988 (Public Law 100.690) and implementing Federal  
Regulations

DAS Rule 105-50-004

DAS Personnel Policy 50.000.02, Drug Testing of Employees

The program provides equal opportunity and treatment for qualified applicants and complies with all employment requirements of the Americans with Disabilities Act (ADA)

Replaces Oregon State Hospital Policy and Procedure 5.001, *Drug-Free Workplace*, dated 04/19/2005.

EXHIBIT E  
Part 4

# OREGON STATE HOSPITAL

## POLICIES AND PROCEDURES

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**SECTION 5:** Human Resource Management

**POLICY: 5.009**

**SUBJECT:** Staff-Patient Relationships

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**POINT**

**PERSON:** CHIEF NURSING OFFICER

**APPROVED:** GREGORY P. ROBERTS  
SUPERINTENDENT

**DATE:** August 10, 2012

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### I. POLICY

- A. Relationships between staff and patients are to be guided by and consistent with therapeutic objectives.
- B. Each patient shall be approached with a high level of sensitivity and respect and understood as a unique person, with dignity and basic human rights.
- C. All staff interaction with patients shall seek to foster patients' personal self-worth, self-direction (patient choices), personal responsibility, and basic human rights.
- D. The religious/spiritual rights of a patient shall be respected. A holistic approach in the patient's treatment shall be supported, including the spiritual dimension, if the patient so desires.
- E. Staff shall seek to be culturally competent by understanding and being sensitive to the different needs patients from various cultures and backgrounds may have.

### II. DEFINITIONS

- A. "Therapeutic Relationship" means a planned, purposeful interaction between an employee and a patient. It is a goal-directed relationship which accepts the individual as a human being with dignity and establishes and maintains trust in order to effect a beneficial change in the patient's response to his/her problems. This type of relationship exists solely for the patient's therapeutic benefit.
- B. "Dual Relationship" means having both a therapeutic relationship with a patient and also a personal relationship with that patient, involving

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**SUBJECT:** Staff-Patient Relationships

**POLICY NUMBER 5.009**

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satisfaction of mutual needs (e.g., providing treatment services to a family member or close friend; developing a close personal relationship with a person after having a treatment relationship with that person).

- C. "Religious/Spiritual Issues" means any subject matter related to the faith or religion of a patient or employee.
- D. "Holistic Approach" means a process therapeutically addressing the patient's spiritual, psychological, social, cultural and physical needs.
- E. "Cultural Competency" refers to an ability to interact effectively with people of different cultures. Cultural competence comprises four components: (a) Awareness of one's own cultural worldview, (b) Attitude towards cultural differences, (c) Knowledge of different cultural practices and worldviews, and (d) cross-cultural skills.

### III. PROCEDURES

- A. Patients shall be addressed respectfully by their first name, last name, or a nickname at the patient's preference. Name-calling, cursing, mocking, and sexually provocative language are verbally abusive (OAR-943-045-0420), and are in violation of patient rights. Violations of patients' rights could result in suspension, termination of employment, and/or prosecution. Pet names and terms of endearment are inappropriate and may be seen by the patient as patronizing, infantilizing, or as sexual harassment.
- B. The use of humor with patients shall never demean the patient.
- C. Staff shall never discuss personal matters with a patient or within hearing of a patient. Self-disclosure may be used on occasion as planned intervention, but only by staff who are under supervision regarding its use, or who have clinical skills and training in its effective use. Similarly, staff shall never discuss the personal lives of other staff with a patient, or within hearing of a patient.
- D. No employee is to use his/her relationship with a patient to exploit the patient sexually (including, not limited to, inappropriate touching; kissing; or fondling), financially, emotionally, or in any other way. Incidents of such exploitation shall be reported in accordance with patient abuse procedures.
- E. Staff shall be aware of how their personal attire affects patients. Tight or revealing clothing, or strong colognes, shall not be worn.
- F. Sexually explicit pictures or other printed matter shall not be provided to patients, accepted from patients, or viewed with patients. Staff shall never

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engage in sexually explicit jokes or teasing with patients or within the hearing of patients. Staff shall not behave in a sexually provocative manner.

- G. Economic transactions with patients such as buying or selling products or services is prohibited. Giving or loaning to patient's personal possessions, such as money, gifts, or other materials, is prohibited. Reinforcers paid for by hospital funds, such as a soft drink or candy bar, are acceptable if consistent with the documented, interdisciplinary treatment care plan (TCP). Any "donation" by staff shall be made through the Donations Center in Volunteer Services, and shall be dispersed by that office at its discretion. Borrowing personal possessions or money from patients is prohibited. Altering patient personal possessions without authorization by the patient and the patient's Interdisciplinary Treatment Team (IDT) is prohibited.
- H. Employees are not allowed to accept gifts from patients. Any gifts which are unreturnable shall be given to Volunteer Services. Any gift which is made by a patient, is worth less than \$3.00, and which stays in the work area can be accepted with the approval of the patient's IDT.
- I. Staff shall always be aware of potential conflicts of interest or dual relationships as a result of their employment at Oregon State Hospital. Staff shall not establish relationships with patients beyond the level expected by their position descriptions (e.g., developing personal friendships, writing personal letters, making after work social arrangements, etc.). Such contacts may lead to exploitation of the patient. Questions about the propriety of a specific relationship shall be referred in writing to the employee's supervisor for review and counsel. A written response shall be provided and a copy sent to the Chief Medical Officer (CMO).
- J. When a patient is admitted who is known to a staff member (friend, acquaintance, or relative), the staff member shall notify his/her immediate supervisor. By notifying the supervisor in charge of the situation at the time of admission, the staff person protects both the patient and their own professional status.
1. In those instances where it is difficult for a staff member to be therapeutic with someone they know, a change of assignment or supervision shall be requested.
  2. The hospital does not expect that a patient's hospitalization shall alter their relationship with a member of the staff if the relationship originated before admission.
  3. In some instances, it may be appropriate to have the staff member or patient transferred to a different unit or program. This action would require review by a Supervisor, a recommendation by the CMO, and

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**SUBJECT:** Staff-Patient Relationships

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approval by the Program Director or Superintendent in consultation with the Human Resource Department.

- K. Employees shall follow Oregon State Hospital Policy and Procedure 7.005, Patient Rights, Administrative Rules (OAR 309-102-000 through 309-118- 025, and ORS 426.385) regarding individual rights of patients. Differential treatment of a patient because of race, creed, disability, color, sex, or age is a violation of policy, as is physical or psychological abuse, or corporal punishment.
- L. When a patient is discharged, staff shall terminate their therapeutic relationship with the patient (except for the purpose of delivering any assigned outpatient services as specified in the worker's position description or in the patient's aftercare treatment plan). Staff shall also avoid the establishment of any other type of relationship. When such outpatient relationships do exist, the matter shall be referred in writing for review and counsel by the worker's supervisor. A written response shall be given to the worker and a copy sent to the Chief Medical Officer. (See OSH Policies and Procedures 5.014, Conflict of Interest.)
- M. Any unintentional, casual contact from a former patient outside of the work setting that evolves beyond a casual conversation shall be reported to the worker's supervisor.
- N. Employees, ex-employees, contractors, or volunteers shall not visit patients at OSH. The employee, ex-employee, contractor, or volunteer may request an appeal of this policy, in writing, directly to the Superintendent.
- O. OSH staff are expected to be culturally competent and shall seek out information related to patients' backgrounds to ensure that they are relating with each patient in the most therapeutic manner possible. Staff shall refer to the OSH Cultural Diversity Manager or to the Education and Development Department Manager for resources.
- P. A patient's spiritual/religious questions shall be referred to the IDT for review and/or to Spiritual Services Department. Only Spiritual Services Department personnel are allowed to provide religious training, teaching, or counseling to patients.
- Q. A patient's ongoing insistence to discuss religious/spiritual issues with the staff shall be addressed in the patient's TCP to give staff direction on how to respond. These conversations shall be documented in the patient's progress notes of the medical record.

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**SUBJECT:** Drug-Free Workplace

**POLICY NUMBER 5.001**

**DATE:** January 10, 2012

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#### **IV. REFERENCES**

ORS 192.496 and 179.505, relating to disclosure of records.

OAR 309-102-000 through 309-118-025, MHDDSD Administrative Rules relating to Patient and Resident Rights.

Medical Records Procedures Section 3.000.

OSH Policies and Procedures 5.014, Conflict of Interest;

OSH Policies and Procedures 5.017, Dress Wear of Staff and Volunteers;

OSH Policies and Procedures 2.008, Confidentiality and Security of Patient Information;

OSH Policies and Procedures 5.004, Valuing Diversity; OSH Policies and Procedures 7.005, Patient Rights.

SEIU Contract Article 23.2 C,- G, H- Client Complaint Investigation

Replaces OSH Policy and Procedure 5.009, *Staff-Patient Relationships*, dated 4/1/2009.



**EXHIBIT E**

**Part 5**

**OREGON STATE HOSPITAL**

**POLICIES AND PROCEDURES**

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|  |                             |
|--|-----------------------------|
| <b>SECTION 5: Human Resource Management</b>            | <b>POLICY: 5.017</b>        |
| <b>SUBJECT: DRESS CODE FOR STAFF</b>                   |                             |
| <b>POINT</b>   |                             |
| <b>PERSON: HUMAN RESOURCES MANAGER</b>                 |                             |
| <b>APPROVED: GREGORY P. ROBERTS<br/>SUPERINTENDENT</b> | <b>DATE: APRIL 24, 2015</b> |

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**I. POLICY**

- A. Oregon State Hospital (OSH) staff must convey a tone of respect and professionalism, whether in contact with colleagues, clients, patients, partners, or other members of the public. Staff at OSH must present a clean, neat, and professional appearance to those served, and to fellow employees. This policy applies to staff, students, trainees, interns, contractors, and volunteers in patient care areas and non-patient care areas of OSH.
- B. Clothing must be appropriate, clean, neat, and in good repair.
1. Camouflage or military-type clothing may not be worn.
  2. Clothing that is patched, torn, cut off, or un-hemmed may not be worn.
  3. Employees are discouraged from wearing clothing with printed words or pictures except for small factory logos (including the OSH logo).
    - a. If clothing is worn with pictures or words, the picture or words must be appropriate to the workplace, and may not be offensive to patients, staff, or the general public.
    - b. No clothing may be worn with words or logos relating to alcohol, tobacco products, drugs, vulgarity, violence, bigotry, sexual connotations, or those containing allusion to the items listed above.
- C. Clothing must be discreet and respectful of patients, other employees, and appropriate for the work performed.
1. Clothing may not be provocative. Clothing that is see-through, skin-tight, or that exposes undergarments, chest, back, midriff, or thighs at any time (*i.e.*, while sitting, standing, or bending over) may not be worn.
  2. The outer layer of clothing may not consist of tank tops (including spaghetti straps), halter tops, crop tops, muscle shirts, T-shirts with sleeves cut off, or undershirts without a covering shirt.

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**Subject:** Dress Code for Staff

**POLICY NUMBER 5.017**

**Date:** April 24, 2015

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3. Short skirts (*i.e.*, skirts which rise more than two inches above the knee when seated) may not be worn.
  4. Tights, yoga pants, sweatpants, or jeans with holes may not be worn.
  5. Shorts may be worn by select categories of staff (as indicated in Appendix A) participating in direct-care activities (*e.g.*, patient outings, patient events and activities) while attending to usual work. Shorts must:
    - a. be knee length (*i.e.*, may not rise more than two inches above the knee when seated);
    - b. be hemmed (*i.e.*, may not be cut-off pants); and
    - c. present professional appearance (*i.e.*, may not be athletic shorts with elastic or drawstring tops).
- D. Clothing must be appropriate to the work assignment and environment. Clothing and accessories should provide for ease of movement and protection from avoidable risk of injury.
1. Staff accompanying patients on picnics or outdoor activities, or staff conducting structured programs such as fitness, aerobics, and intramural sports may wear clothing appropriate to the occasion with supervisor pre-approval, and only during the event.
  2. Uniforms are required only in designated departments where more specific dress wear requirements are appropriate (*i.e.*, Food and Nutrition Services).
  3. Hats or other head coverings may not be worn indoors except as appropriate for health, safety, religious, or worksite reasons, or for a uniform (*i.e.*, Food and Nutrition Services).
  4. Jewelry that constitutes a safety hazard may not be worn including, but not limited to long, looped necklaces or choker necklaces.
  5. Shoes must be appropriate to the work environment.
    - a. Staff in patient care areas must wear lightweight, soft-sole shoes that have a closed toe and a strap or heel covering.
    - b. Hard-soled shoes and boots may only be worn in designated work environments where there is risk of injury, or as approved for health and safety reasons based on a person's assigned duties.
    - c. Open-toed shoes, shoes with heels above one inch, clogs, or sandals with open toes may not be worn in patient care areas or in non-patient care areas where the employee is at risk of dropping heavy items on feet or exposing feet to hazardous substances.
- E. More restrictive clothing requirements and personal protective equipment may be adopted as necessary due to the safety and other needs of the workplace.
- F. The State of Oregon is not responsible for damage to employee clothing, jewelry, or other personal belongings.
1. Staff are cautioned against wearing valuable jewelry or clothing while on duty, as the responsibility for repair or replacement is not that of the agency.

2. Under special circumstances, claims may be considered by OSH according to current Collective Bargaining Agreements. (See OSH Policy and Procedure 8.034, "Payment of Staff Personal Property Claims".)

## **II. DEFINITIONS**

"Staff member" for the purposes of this policy refers to OSH employees, students, trainees, interns, contractors, and volunteers.

## **III. PROCEDURES**

- A. Each supervisor must monitor staff clothing compliance with this policy.
- B. A staff member is encouraged to discuss clothing appropriateness with the staff member's direct supervisor.
- C. Conflicts involving the interpretation of this policy may be resolved by the staff member's direct supervisor, or by another manager approved by the department or program director.
- D. Ethnic or cultural attire that may conflict with this policy must be reviewed and approved by the immediate supervisor, in consultation with the Office of Human Resources, prior to the employee having direct patient contact.
- E. If the supervisor determines that guidelines established in the policy are not followed, the supervisor must consult with the Office of Human Resources to determine appropriate action (*e.g.*, whether to send the staff member home to change). Time usage under these circumstances must be charged in accordance with Collective Bargaining Agreements, or as directed by the Office of Human Resources.

## **IV. ATTACHMENTS**

Attachment A Dress Code Staff List

**STAFF LIST**

Staff listed below are permitted to wear shorts as indicated in Oregon State Hospital Policy and Procedure 5.017, "Dress Code for Staff":

- Custodians
- Habilitative training technicians
- Licensed practical nurses
- Mental health therapists Registered nurses
- Security transporters
- Treatment mall staff, including only:
  - Art therapists
    - Employment specialists
    - Institutional teachers
    - Manual arts instructors
    - Mental health therapists
    - Music therapists
    - Occupational therapists
    - Certified occupational therapy assistants
    - Recreational therapists
    - Registered nurses
    - Rehabilitation industries representatives
    - Rehabilitation therapists

EXHIBIT E  
Part 6

**OREGON STATE HOSPITAL**  
POLICIES AND PROCEDURES

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**SECTION 7: Patient Rights** **POLICY: 7.0008**

**SUBJECT: Reporting Allegations of Abuse of Hospitalized Patients, Non-hospitalized Children, Adults, and Elderly Persons**

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**POINT**

**PERSON: DEPUTY SUPERINTENDENT**

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**APPROVED: GREGORY P. ROBERTS**  
**SUPERINTENDENT**

**DATE: NOVEMBER 19, 2013**

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**I. POLICY**

- A. It is the policy of Oregon State Hospital (OSH) that every individual is deserving of safe, respectful and dignified treatment provided in a therapeutic environment. To that end, all employees, volunteers, contractors and their employees, as well as visitors must conduct themselves in such a manner that individuals are free from abuse.
- B. Any person acting in good faith in reporting alleged abuse and who has reasonable grounds for reporting has immunity from any civil liability that otherwise might be imposed or incurred based on the reporting or the content of the report. (See ORS 430.753(1), ORS 419B.025, ORS 124.075.)
- C. The identity of the person reporting alleged abuse is confidential and may only be released as permitted by ORS 430.753(2) (disabled adults abuse reports), ORS 124.090 (elder abuse reports), or ORS 419B.035 (for child abuse reports).
- D. An employee, volunteer, contractor, or contractor's employee of OSH may be subject to disciplinary or other appropriate action up to and including dismissal if found responsible for:
1. abusing a patient.
  2. failing to report an alleged incident of abuse; or
  3. refusing to give information, or giving untruthful information during an investigation of alleged abuse.
- E. In all situations where abuse or the failure to report an alleged incident of abuse has been substantiated, the consequences must be commensurate with the seriousness of the conduct and any aggravating or mitigating circumstances, and may include consideration of previous conduct of record (e.g., Official Personnel File).
1. Any employee dismissed for violating this abuse policy must not be rehired by OSH in any capacity, nor will the person be permitted to visit or otherwise have contact with individuals at OSH in any manner.

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SUBJECT: Reporting Allegations of Abuse of Non-Hospitalized Children, Adults, and Elderly Persons

POLICY NUMBER 7.008

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2. Any volunteer found violating this abuse policy will be denied visitation or any other contact with individuals at OSH.
  3. Any contractor found violating this abuse policy will be at risk of immediate termination of the contract. Any employee of the contractor found in violation of this abuse policy may be excluded from OSH grounds, and may be referred to the appropriate law enforcement or regulatory agency.
  4. Any visitor found in violation of this abuse policy will be excluded from OSH grounds and may be referred to the appropriate law enforcement agency or subject to other appropriate actions as determined by the Superintendent or designee.
- F. Persons or entities receiving confidential information pursuant to this policy must maintain the confidentiality of the information, and may not re-disclose the confidential information to unauthorized persons or entities, as required by state or federal law.

## II. DEFINITIONS

- A. "Abuse" means any act or absence of action by a staff or visitor inconsistent with prescribed treatment and care that falls within the definitions of abuse found in Oregon Revised Statutes (ORS) 419B.005, 430.735, 124.050, and violates the well-being or dignity of the individual. This includes, but is not limited to, any death caused by other than accidental or natural means; any physical injury caused by other than accidental means, or that appears to be at variance with the explanation given of the injury; willful infliction of physical pain or injury and sexual harassment or exploitation, including but not limited to any sexual contact between an employee and an adult, and neglect that leads to physical harm or significant mental injury through withholding of services necessary to maintain health and well-being.

Listed below are examples of the types of conduct which constitute abuse. This list of examples is by no means exhaustive and represents general categories of prohibited conduct. Conduct of a like or similar nature is also prohibited. Examples include, but are not limited to:

1. Physical Abuse: Examples include hitting, kicking, scratching, pinching, choking, spanking, pushing, slapping, twisting of head, arms, or legs, tripping, the use of physical force which is unnecessary or excessive or other physical contact with an individual inconsistent with prescribed treatment or care.
2. Verbal Abuse: Verbal conduct may be abusive because of either the manner of communicating with or the content of the communication with individuals. Examples include yelling, ridicule, harassment, coercion, threats, intimidation, cursing, foul language or other forms of communication which are derogatory or disrespectful of the individual, remarks intended to provoke a negative response by the individual, or nicknames not requested by the individual or which are demeaning or ridiculing.

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**SUBJECT: Reporting Allegations of Abuse of Non-Hospitalized Children, Adults, and Elderly Persons**

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3. Abuse by Failure to Act: This includes neglecting the care of the individual resulting in death (including suicide), physical or psychological harm, or a significant risk of harm to the individual either by failing to provide authorized and prescribed treatment or by failing to intervene when a individual needs assistance such as denying food or drink or leaving the individual unattended when staff presence is mandated.
  4. Sexual Abuse: Examples of sexual abuse include:
    - a. Contact of a sexual nature between staff, contractor, volunteer or visitor and individuals;
    - b. Permitting the sexual exploitation of individuals or use of individual sexual activity by individuals for the entertainment or other improper purpose for staff, contractor, volunteer or visitor.
  5. Condoning Abuse: Permitting abusive conduct toward an individual by any other staff, individual, or person.
- B. "Abuse of any adult receiving developmental disability or mental health services" as defined under ORS 430.735 means physical injury or death caused by other than accidental or natural causes, willful infliction of physical pain or injury, or sexual harassment or exploitation.
- C. "Administrator" means the Assistant Director of the Department of Human Services Aging and People with Disabilities Program, and the Assistant Director of the Oregon Health Authority's Addiction and Mental Health Program, or their designee.
- D. An "Alleged abusive act" should be considered to have occurred for the purpose of these procedures if:
1. a staff member has reasonable cause to believe abuse has been committed, or
  2. information has been reported by any patient or other person to a staff member which, if true, would constitute abuse, and the staff member has reasonable cause to believe that the information is accurate.
- E. "Child abuse" as defined under ORS 419B.005. Examples include physical injury to a child which has been caused by other than accidental means; sexual exploitation; neglect; maltreatment of a child.
- F. "Department" means the Department of Human Services' Aging and People with Disabilities Program, or the Oregon Health Authority's Addictions and Mental Health Program.
- G. "Derogatory" means an expression of a low opinion or a disparaging remark.
- H. "Disrespectful" means lacking regard or concern; or to treat as unworthy or lacking value as a human being.
- I. "Elder abuse" as defined under ORS 124.050. Examples include physical injury caused by other than accidental means, neglect which leads to physical harm, abandonment, willful infliction of physical pain or injury.

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Persons**

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- J. "Employee" for the purpose of this policy means an individual employed by the state and subject to rules for employee conduct.
- K. "Inconclusive" means the available evidence does not support a final decision that there was reasonable cause to believe that abuse occurred or did not occur.
- L. "Individual" means a patient or resident of Oregon State Hospital.
- M. "Not substantiated" means the evidence does not support a conclusion that there is reasonable cause to believe that abuse occurred.
- N. "Nursing home abuse" is as defined under ORS 441.630. Examples include physical injury other than accidental, neglect resulting in physical harm, failure to provide direct patient care including food, failure to maintain required staff.
- O. "Office of Adult Abuse Prevention and Investigations" (OOAPI) (formerly referred to at the Office of Investigations and Training [OIT]) means the Department of Human Services or the Oregon Health Authority office responsible for the investigation of allegations of abuse made at state hospitals.
- P. "Self-defense" includes control procedures that are designed to minimize physical injury to the individual or other persons. As defined in OAR 407-045-0010(8)(d), abuse does not include acts of self-defense or defense of an individual or other person in response to the use or imminent use of physical force, provided that only the degree of force reasonably necessary for protection is used. When excessively severe methods of control are used, or when any conduct designated as self-defense is carried beyond what is necessary under the circumstances to protect the individual or other persons from further violence or assault, that conduct then becomes abuse.
- Q. "Staff" for the purpose of this policy means employees, contractors and their employees, and volunteers.
  - R. "Substantiated" means the evidence supports a conclusion that there is reasonable cause to believe that abuse occurred.
- S. "Superintendent" refers to the chief executive officer of OSH.
- T. "Visitor" means any person approved to visit a patient of OSH for social or therapeutic reasons.



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**SUBJECT:** Reporting Allegations of Abuse of Non-Hospitalized Children, Adults, and Elderly Persons

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**III. PROCEDURES**

**A. Reporting Requirements**

1. Any staff person who witnesses or has reasonable cause to believe that an alleged abusive act has occurred at OSH must immediately report the incident directly to the Office of Adult Abuse Prevention and Investigations (OAAPI).
2. The staff person must also notify the Superintendent or Superintendent's designee via hand-delivered memorandum, email, telephone call, in-person, or via the Assistant to the Superintendent during regular work hours. Staff may report after-hours to the Superintendent via the OSH Security Department, who will forward the report to the Superintendent. A written report must also be submitted to the Superintendent including details of the incident, date of the report, and name of the reporter.
3. Unless one of the exceptions in this policy below applies, if any staff has reasonable cause to believe that a child, elderly person, past nursing home resident, or adult currently receiving services at Oregon State Hospital has been a) the victim of a current OSH patient, or b) the perpetrator of abuse towards a current OSH patient, that staff must report that information to the Superintendent and OAAPI.
4. If a psychiatrist or psychologist receives information about child abuse or adult abuse during communications that are subject to the doctor-patient privilege or psychotherapist-patient privilege, the psychiatrist or psychologist does not have a duty to report the alleged abuse. However, regardless of the privilege, the psychiatrist or psychologist must report allegations of abuse that occurred while the patient has been at the hospital.
5. If any staff person reasonably believes that the information about alleged child abuse is already known by a law enforcement agency or the Department of Human Services, the staff person is not required to report the abuse. (See ORS 419B.010[2].)

**B. After a report of alleged abuse has been made, the following steps must be taken to ensure both a proper investigation and appropriate action are taken, to ensure that individuals are free from any threat of abuse:**

1. OAAPI must determine whether the allegation, if true, would fit within the definition of abuse. This determination must be made in consultation with the Superintendent. The determination must be made within 24 hours of receipt of the report of abuse, unless an extension of time to obtain necessary information is granted by the Director or Deputy of OAAPI;
2. If the allegation is determined to not fit the definition of abuse, the Superintendent may take other appropriate action such as a referral to Human Resources for review as a performance issue, worksite training, or take other systemic measures to resolve problems identified;
3. The Superintendent, with OAAPI, must further ensure that, if the allegation meets the definition of elder abuse under ORS 124.050, or child abuse under ORS 419B.005, it has been reported to the appropriate agency.

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**SUBJECT:** Reporting Allegations of Abuse of Non-Hospitalized Children, Adults, and Elderly Persons

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4. Immediately, and no later than 24 hours after concluding or learning that another agency has determined the allegation falls within the definition of abuse under this policy or other applicable laws, the Superintendent must:
  - a. Provide appropriate protective services to the individual that may include arranging for immediate protection of the individual and the provision of appropriate services including medical, legal; or other services necessary to prevent further abuse;
  - b. Determine with OAAPI if there is reason to believe that an investigation by an appropriate law enforcement agency is necessary, and if so, request that a law enforcement agency determine whether there is reason to believe that a crime has been committed;
  - c. Make a report to any other appropriate agencies, e.g., the Aging and People with Disabilities Division of the Department of Human Services or the Addictions and Mental Health Services Division (AMH) of the Oregon Health Authority.
  - d. Promptly notify (unless good cause exists not to) the legal guardian (of an adjudicated incapacitated individual) of the alleged incident, and give an explanation of the procedures that will be used to investigate and resolve the matter, as well as the facility's responsibility to provide appropriate protective services;
  - e. Contact the appropriate Administrator if the individual has sustained serious injury.

**C. Disclosure of Investigation Report and Related Documents**

1. The OAAPI report must be disclosed by OAAPI or the Superintendent to any person designated by the Superintendent for purposes related to the proper administration of the hospital such as assessing patterns of abuse, or to respond to personnel actions, and may be disclosed at the Superintendent's discretion;
2. Copies of all reports must be maintained by the Superintendent in a place separate from personnel files of employees. The chart of the individual allegedly abused must contain a reference to the report sufficient to enable authorized persons to retrieve and review the report.
3. Upon completion of the report, the Superintendent must immediately give notice to the following, stating whether the allegation was substantiated, unsubstantiated, or inconclusive:
  - a. The individual or guardian;
    - a. The employee, volunteer, contractor, or contractor's employee or other person accused of abuse; and
    - b. The Administrator.

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**SUBJECT:** Reporting Allegations of Abuse of Non-Hospitalized Children, Adults, and Elderly Persons

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**D. Training and Education**

1. Upon admission, each individual, as well as his or her guardian, if any, or his or her family must be informed of the rights, policies, abuse definitions and procedures concerning prohibition of abuse of individuals.
2. All staff must be provided a copy of this policy either at the commencement of their employment, and/or duties, or, for current staff, within 90 days of the effective date of this policy, and once a year thereafter. All staff must sign a form acknowledging receipt of this information on the date of receipt.
3. Staff must not retaliate against any person who reports in good faith suspected abuse or against an individual with respect to any report. Any state hospital employee or other person who retaliates against any person because of a report of suspected abuse or neglect shall be liable pursuant to ORS 430.755, in a private action to that person for actual damages and, in addition, will be subject to a penalty of up to \$1,000, notwithstanding any other remedy provided by law.

**V. REFERENCES**

OAR 943-045-0250 through 943-045-520, Abuse Reporting and Protective Services in Community Programs and Community Facilities; Abuse of Individuals living in State Hospitals and Residential Training Centers.

OAR 407-045-0000, Review of Substantiated Physical Abuse when Self-Defense is Asserted  
ORS 124.050 through ORS 124.095, Elder Abuse; ORS 419B.005 through ORS 419B.050, Child Abuse;

ORS 441.630 through ORS 441.671, Nursing Home Abuse;

ORS 430.731 through ORS 430.768, Abuse of Adults Receiving Developmental Disability or Mental Health Services;

ORS 179.505, Confidentiality;

OSH Policy and Procedure 6.016, Sexual Activity Between Patients

OSH Policies and Procedures 8.019, Staff Response to Alleged Criminal Acts, Including the Introduction of Contraband;

Oregon Health Authority Policy AS-100-03, Disclosure of Information

Replaces OSH Policy and Procedure 7.008, *Abuse of Hospitalized Patients, and Reporting Allegations of Abuse of Non-Hospitalized Children, Adults and Elderly Persons*, dated 10/28/2011.

EXHIBIT E  
Part 7

**OREGON STATE HOSPITAL**  
**POLICIES AND PROCEDURES**  
**PATIENT ABUSE**

1. I have reviewed the Oregon Administrative Rules, OAR 943-045-0000 through 407-045-0520, Division 45, Office of Investigations and Training.
2. I have reviewed Oregon State Hospital Policy and Procedure 7.008, Abuse of Hospitalized Patients and Reporting Allegations of Abuse of Non-Hospitalized Children, Adults and Elderly Persons.
3. I understand it is my responsibility to not commit patient abuse.
4. I understand it is my responsibility to report all incidents of patient abuse,
5. I understand my obligation to give truthful information and to otherwise cooperate during any investigation of alleged patient abuse.

My signature on this document signifies my understanding and commitment to follow these policies, procedures and rules.

Jason Myers

Print Name

JA

Signature

12/21/14

Date

Revised 5/09

EXHIBIT E

Part 8

**OREGON STATE HOSPITAL**  
**POLICIES AND PROCEDURES**

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**SECTION 8:** Safety, Security, Emergency Management

**POLICY: 8.007**

**SUBJECT:** Employee, Patient, and Visitor  
Identification

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**POINT**

**PERSON:** DIRECTOR OF SECURITY

**APPROVED:** GREGORY P. ROBERTS  
SUPERINTENDENT

**DATE:** FEBRUARY 25, 2013

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**I. POLICY**

A. An Oregon State Hospital (OSH) identification card shall be issued to each employee, volunteer, contractor, vendor, patient, and visitor as defined by this policy and procedure. The identification card shall be the property of OSH, and shall be returned to the appropriate supervisor upon request, and at termination of employment, contract assignment, or services with Oregon State Hospital.

1. It shall be the responsibility of the person issued the card to ensure that they are in compliance with this hospital policy. No person required to possess and display a proper identification card shall be admitted to or released from a secure OSH unit/treatment area who does not possess and display a proper identification card, unless either specifically and directly exempted by the Superintendent, or in the case the individuals are emergency personnel (fire, police, emergency medical technicians [EMTs]) responding to an emergency. OSH identification cards may be used only while the holder is conducting official hospital business.
2. All persons issued an OSH identification card shall be required to possess and display the identification card when on Oregon State Hospital grounds - face forward, above the waist. No part of the card may be covered, obstructed from view, or defaced in any way.  
  
The identification card shall not be worn with other types of identification badges or reference cards unless approved by hospital administration.
3. The Standards and Compliance Department shall distribute annual cards which shall be attached to each employee's identification card and worn at all times. These annual cards shall contain reminders related to accreditation standards; OSH mission, vision, and values statements; National Patient Safety Goal information; or other pertinent information that may change from year to year. The content of these annual cards shall be approved by the OSH Quality Council and OSH Superintendent's Cabinet. Employees are required to turn in these cards to the Communication Center, along with their photo ID badges, if they leave employment at OSH.

- B. Failure to comply with this policy and procedure may be grounds for disciplinary action.
- C. The Salem Security Director or their designee shall be the Identification Card Coordinator for both Salem and Portland campuses. The Junction City Security Director or designee shall be the Identification Card Coordinator for the Junction City Campus. The Identification Card Coordinator shall be empowered to maintain supplies to carry out the provisions of this directive. Other hospital staff may be assigned to assist the Identification Card Coordinator.

## II. DEFINITIONS

- A. "Contractor" means any person employed under a personal services contract with Oregon State Hospital or the Oregon Health Authority (OHA) who requires entrance into the secure perimeter or an OSH building that houses a treatment unit, e.g., interpreters, agency nursing staff.
- B. "Employee" means any person employed full-time, part-time or under temporary appointment at OSH.
- C. "Official Visitor" means any person designated by the Superintendent of Oregon State Hospital or designee, e.g., elected or appointed government officials, The Joint Commission (TJC) Surveyor, Centers for Medicare and Medicaid Services (CMS) Surveyor, Disability Rights Oregon, etc.
- D. "Patient" means any person who is receiving care and treatment at OSH.
- E. "Staff Visitor" means any person visiting a staff member of OSH.
- F. "Visitor" means any person approved to visit a patient of OSH for social or therapeutic reasons.
- G. "Volunteer" means any person approved by OSH Volunteer Services who donates his/her time and effort to enhance the activities and programs at OSH.
- H. "Vendor" means any person employed by an outside company who is under contract to OSH to provide a service, and who requires admission into OSH departments and programs for the purposes of providing that service, and requires entrance into a secure perimeter or an OSH building that houses a treatment unit, e.g., vending machine workers.

## III. PROCEDURES

- A. Any employee/volunteer issued an OSH identification card shall be responsible to protect the identification card from damage, and prevent its theft or misuse.
- B. The Identification Card Coordinator shall maintain, in secure storage, a sufficient supply of blank proximity cards and identification card printer film.
- C. Staff Identification Cards
  - 1. All employees shall be issued an identification card with accessibility and a dark blue border.
  - 2. Each new employee shall be:
    - a. Scheduled for identification card processing with the Identification Card Coordinator or designee; and

- b. Provided instructions on the proper use of the identification card by the Education and Development Department during New Employee Orientation.
  3. The completed identification card shall be issued to the employee before completion of New Employee Orientation.
  4. Employees must request a new photograph identification card if their physical appearance changes substantially, e.g., grows a beard, shaves a beard, etc., the OSH identification card is incorrect as a result of a change in name or assignment, or the card is lost or stolen.
  5. Employees are strictly prohibited from lending/borrowing identification cards.
- D. Volunteer Identification Cards
  1. All volunteers shall be issued an identification card with a green border.
  2. It is the responsibility of the Director of Volunteer Services or the Education and Development Department New Employee Orientation Coordinator to request a picture identification card for volunteers.
  3. If it is determined that a volunteer is in need of a proximity card for access to the secure perimeter, a request should be sent to the Director of Security or designee for review and approval.
  4. Volunteers issued a non-photograph identification shall be required each time they report to the hospital to sign in at the Communications Center in Salem or the Receptionist in Junction City and sign for an identification card after presenting a photograph identification, e.g., drivers license, state identification card, etc., before a green identification card is issued. At the end of the volunteer work, the volunteer shall be required to check in with the Communications Center or Reception, turn in the identification card, and sign out.
  5. Communications Center or Receptionist must verify that a person is an approved volunteer through a master list of approved volunteers that shall be provided for verification by the Director of Volunteer Services monthly before issuing the card or allowing the person access to hospital facilities.
- E. Patient Identification Cards
  1. Each patient shall be issued an identification card with no accessibility and have a purple background color.
  2. New photograph identification cards shall be prepared for patients on the day of admission, and when the patient's appearance is altered, e.g., grows a beard, shaves a beard, etc.
  3. The Identification Card Coordinator or designee shall be responsible to ensure that an OSH identification card is made for any patient admitted.

4. If the identification card is lost, stolen, or damaged beyond use, the Communications Center shall be notified immediately.
  - a. Upon receipt of the patient badge request, the Identification Card Coordinator or designee shall make arrangements to replace the photograph identification card within 24 hours from the date of the request. Requests over a weekend or holiday may take longer to reproduce.
  - b. The unit shall submit a patient ID request form and forward it to the Communications Center with, "Attention Identification Card Coordinator" (see Attachment A). If a new photo needs to be taken, a security tech shall be assigned to take and process the photo.
  - c. A maximum of five temporary patient badges shall be maintained on each unit to be made available to patients who are awaiting replacement badges. If replacement temporary patient badges are needed, the unit shall notify the Identification Card Coordinator.
5. All OSH patients are required to wear the identification when:
  - a. Leaving the secure perimeter of a unit with the Forensic Program and Adult Treatment Services (ATS) Program;
  - b. On the grounds of OSH.
  - c. Patients who are participating in an unsupervised activity, including passes, placement visits, etc., off grounds of OSH must carry their identification cards on their person.
  - d. During a supervised activity off OSH grounds, the staff person present must carry the identification card.
6. When not in their possession, the patient identification cards shall be stored in a secure area on the unit specified by the Nurse Manager. The Geropsychiatric Treatment Services unit staff shall keep patients' identification cards at all times unless the patient is able to keep their own card;
7. As is required of employees and volunteers, staff shall be expected to arrange for a patient to be re-photographed if the patient's personal appearance changes substantially.
- F. Visitors
  1. OSH visitors, including staff visitors, shall be issued an identification card with no accessibility and red coloring on the lower half, with no photograph. The card shall indicate, "Oregon State Hospital Visitor."
  2. It is the responsibility of each program director and department head or designee to provide the Communications Center or Receptionist with a written notice of all persons approved to visit a patient, and to advise the Communications Center or Receptionist, in writing, of any changes to a patient's approved visitor list.
  3. Minors shall require no identification other than the assurance of the accompanying adult that the child is the person who has been approved to visit. Documentation in the form of a waiver signed by the parent or legal guardian shall be kept on each unit.



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SUBJECT: Employee, Patient, and Visitor Identification

POLICY NUMBER 8.007

DATE: February 25, 2013

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4. All OSH visitors, other than official visitors, shall check in at the Communications Center in Salem or the Receptionist in Junction City.
5. Communications Center/Reception staff shall:
  - a. Verify that the person is approved to visit;
  - b. Verify the visitor is who they claim by requiring the visitor to present a valid form of photo identification (driver's license, etc.);
  - c. Require the visitor to sign in and out on the visitor's log;
  - d. Issue the visitor a visitor identification card; and
  - e. Direct the visitor to the reception area in the appropriate building.
6. Special visits by persons not on an approved list may be approved only by the attending Physician, Physician on Duty (OD), Program Director or designee.
7. Communications Center staff in Salem/Reception Desk staff in Portland and Junction City shall notify the appropriate unit that an approved visitor is on the way.
8. Visitors must be fully clothed in a manner which is not likely to provoke complaints from other patients, other visitors, or staff. Communications Center staff in Salem/Reception Desk staff in Portland and Junction City may deny visitation if visitors are not deemed to be appropriately attired (See OSH Policy and Procedure 8.026, *Visitors*).
9. Communications Center staff in Salem, or Reception Desk staff in Portland and Junction City, are responsible to assess visitors for intoxication or being under the influence of substances. Visitors believed to be intoxicated or under the influence shall not be allowed to visit.
10. Visitors shall not be allowed to enter or exit the secure perimeter until and unless they are under OSH staff escort. Visitors must be escorted from and to the secure perimeter gate in the reception area by unit staff, and remain under staff supervision while inside the secure perimeter. The degree of supervision applied to each visitor shall be determined by the staff based on the status of the patient and the assessed potential for the visitor to cause a security problem.
11. It is the responsibility of the escort of patient visitors, prior to entering a secure area, to perform the necessary security procedures to ensure the visitor is not in the possession of any unauthorized item. Visitor's purses, handbags, and coats shall be secured in visitor lockers outside the secure area. Communication Center or Junction City Security staff shall determine whether items brought in by a visitor are allowed on the assigned unit by verifying it against the contraband list approved for that unit. Controlled gates/doors to a secure area shall not be activated until the Communications Center or Junction City Security Staff have been assured by escort staff that these activities have been performed.
12. Upon conclusion of a visit, security or unit staff shall notify the Communications Center or Receptionist by telephone/two-way radio that the visitor is cleared to leave. In Salem, the visitor identification card shall be retrieved by unit staff and returned to the

Communications Center via interdepartmental mail. In Junction City, the visitor will return the visitor identification card to the Receptionist.

13. Visitors for staff may visit only in non-patient care areas. They may not visit any area inside the secure perimeter.

G. Official Visitors

1. All official visitors in Salem shall check in at the Communication Center. Official visitors in Junction City will check in with the Receptionist. Official visitors shall not be issued identification cards.
2. Official visitors shall be allowed to enter a secure perimeter only under staff escort but must remain under staff escort at all times while in the secure perimeter.
3. It is the responsibility of the escort, prior to entering the secure area, to perform the necessary security procedures to ensure the official visitor is not in the possession of any unauthorized item.
4. If an official visitor has been approved access to more than one unit, they need not return to the reception area until the work is completed. Escort responsibility may be transferred between staff from different units.
5. Staff that supervise and escort official visitors who possess tools of the trade or other items of contraband shall adhere to OSH Policy and Procedure 8.024, *Tool/Sharp Security*.
6. Official visitors shall not be allowed to exit a secure perimeter unless they are under escort and the Communications Center in Salem, or unless the Reception Desk in Portland or Junction City is notified via radio by the escort staff that the official visitor is cleared to exit.

H. Contractors and Vendors

1. Contractors and vendors shall check in at the Communications Center in Salem, or the Reception desk in Portland or Junction City, and shall be issued a temporary contractor / vendor badge.
2. Contractors and vendors shall be escorted while inside the secure perimeter or patient care area and must remain under staff escort at all times.
3. It is the responsibility of the escort to perform necessary security procedures to ensure the contractor/vendor is not in possession of any unauthorized item. If the contractor/vendor requires access to more than one treatment area, they need not return to the Communications Center or Reception desk. Escort responsibility shall be transferred between staff from different units.
4. Independent clinical or administrative contractors, long-term agency nurses, interpreters, or OHA employees who regularly work at OSH, or have assigned duties related to hospital operations, may be issued a staff or contractor identification card with picture, and do not require escort. The request shall be sent to the Director of Security or designee for review and approval.

**I. Replacement**

1. Lost or stolen identification cards shall be reported to the Communications Center in Salem/Reception Desk in Portland or Junction City immediately. Any OSH identification card holder shall complete the "Loss of Keys Identification Badge" report. (See Attachment B.) The card holder must supply a copy of the incident report that was submitted to the report.
2. Staff persons requesting replacements for lost or stolen identification cards shall be charged a \$10.00 fee, payable to the Business Office prior to obtaining the card. A request from the Business Office shall be attached to the form, noting payment was made.
3. Any OSH identification card holder shall return the previously issued OSH identification card (unless lost or stolen) before receiving a replacement identification card. The Identification Card Coordinator or designee will verify all information is correct before re-issuing the badge.

**J. Suspension**

1. The OSH Superintendent or designee may suspend the authorization to use the OSH identification card at any time. In the event this occurs, the Communications Center in Salem/Reception Desk in Portland or Junction City shall be notified immediately to deactivate the badge in question.
2. All identification card holders notified verbally and/or in writing of the suspension of their OSH identification card shall immediately surrender or return the identification card to the OSH Communications Center in Salem or Reception Desk in Portland or Junction City.

**K. Temporary Staff Badges**

1. Staff that come to work, but do not have their regular badge can request a temporary badge. Temporary badges are only issued for a period not to exceed 24 hours in duration. Staff must sign in and out at the Communication Center and return the badge at the end of their shift. Loss of a temporary badge will cost \$10.00 per badge. In the event the badge is not returned, the Director of Security shall contact the employee's supervisor.
2. Staff who lose or misplace badge can get a temporary badge issued during the time they are waiting on their new badge. The temporary badge will only be valid during the time to replace the badge. Employees shall submit all of their documentation to the Identification Card Coordinator within 7 calendar days of loss. (See Section I. Replacement Number 1-2.)

**IV. REFERENCES**

OSH Policy and Procedure 8.032, *Access to Patient Care Areas*

OSH Policy and Procedure 8.026, *Visitors*

Replaces Oregon State Hospital Policy and Procedure 8.007, *Employee, Patient and Visitor Identification*, dated 5/30/2006.

Attachment A



Loss of Keys / Identification Badges



Patient ID Request Form

Photo  Badge  Both

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

Patient Name: \_\_\_\_\_ Ward: \_\_\_\_\_

Patient ID #: \_\_\_\_\_ Quantity of Prints: \_\_\_\_\_

Staff Requesting ID: \_\_\_\_\_

- Reason:
- Lost
  - New PT
  - Damaged
  - Altered Appearance

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Received by \_\_\_\_\_ Date: \_\_\_\_\_

Attachment B



# Loss of Keys / Identification Badges



IDENTIFICATON BADGE  KEYS

**Employee: (Please Print Legibly)** \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Department Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Employee Phone #: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ Supervisor Phone #: \_\_\_\_\_

|  |
|--|
| <b>Explanation of Loss: (Please Print Legibly)</b> |
|  |
|  |
|  |
|  |

Please check appropriate box and attach documentation

Incident Report Completed  Comm Center Notified \_\_\_\_\_ Date

\$10.00 ID Badge Replacement

\$10.00 per key replacement X No of Keys lost \_\_\_\_\_ = Amount Paid \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee Date

|   |
|---|
| <b>Security Use Only</b>  |
| <input type="checkbox"/> Documentation Verified _____ Supervisor Signature/Date       |
| <input type="checkbox"/> Information Sent Via Email to Electronic Security Technician |

\_\_\_\_\_  
Director of Security Signature Approval Date

EXHIBIT E

Part 9

**OREGON STATE HOSPITAL**  
**POLICIES AND PROCEDURES**

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**SECTION 8: SAFETY, SECURITY, EMERGENCY MANAGEMENT**

**POLICY: 8.023**

**SUBJECT: PARKING AT OREGON STATE HOSPITAL**

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**POINT PERSON: BOB SPINUZZA**  
**PERSON: DIRECTOR OF SECURITY**

**APPROVED: GREGORY P. ROBERTS**  
**SUPERINTENDENT**

**DECEMBER 9, 2013**

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**I. POLICY**

- A. In recognition of traffic congestion within the Salem and Portland city limits and the environmental impact of motor vehicle operation, Oregon State Hospital (OSH) and the Department of Administrative Services (DAS) encourage employees to seek alternative modes of transportation to and from work. Public transportation, bicycles and carpools/vanpools are to be actively supported.
- B. The OSH Parking Program, which applies to OSH-Salem and OSH-Portland, is established to promote patient and staff safety, and to ensure that emergency vehicles have direct access to all buildings on OSH property. Fire lanes, roads, and parking areas have been designated in cooperation with the State Fire Marshal's Office to maintain emergency vehicle access at all times.
1. Motorized vehicles are not allowed to be parked in or on emergency vehicle lanes, lawns, sidewalks, walkways, driveways, or any other area not designated for vehicle parking.
  2. Short-term, 15-minute parking spaces are available. If registered vehicles are noted by perimeter patrol parked in this area well in excess of 15 minutes, they must be issued a written parking violation ticket.
  3. The OSH Communication Center is authorized to order illegally parked or unregistered vehicles removed or towed at the owners' expense if found in a fire lane or in a handicap parking spot without a current disabled parking placard.
  4. OSH assumes no liability for damages incurred to vehicles towed; the owner will be liable for all towing costs and storage fees.
- C. There must be no reserved parking spaces without the expressed approval of the Superintendent.
- D. All permanent OSH staff, contractors, temporary employees, vendor staff regularly assigned to OSH, volunteers, Marion County Court staff, Psychiatric Security Review Board members, and State Hospital Review Panel panelists are required to register their vehicles parked on hospital grounds. Registration of the vehicles must occur through the Communication Center.

**SUBJECT: Parking at Oregon State Hospital**

**POLICY NUMBER 8.023**

**DATE: December 9, 2013**

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- E. The OSH Security Department must assume responsibility to monitor parking areas on OSH grounds, and must take action as outlined in Section III regarding parking violations. Parking violations may include: warning, immobilization, tow, and/or loss of privilege to use designated parking spaces. Fees incurred must be the responsibility of the owner of the vehicle.
- F. It is a violation of the Oregon Vehicle Code to operate a motor vehicle on OSH property without a current driver's license, vehicle registration, and insurance.
- G. Pets must not be left in parked vehicles. Oregon Revised Statute requires that animals have adequate access to potable water, space for exercise, and access to suitable air temperatures, among other requirements (ORS 167.310 to 167.350). Staff must not house pets in a personal vehicle of any type while parked on OSH grounds (including Salem and Portland campuses). Communication Center staff must contact the appropriate authorities to report pets housed in vehicles at OSH.

## **II. DEFINITIONS**

"Carpool/vanpool" means at least two people (over the age of 18) who ride together to and from OSH, and who work on the same shift. They must commute together more than half the distance to work to qualify.

## **III. PROCEDURES**

### **A. Registration**

1. Employees, contractors, and others identified in section I(D) above must complete a Parking Registration Form (see Attachment A) from the OSH Communication Center or the Portland Reception desk. Short-term stays must be issued a temporary tag to hang from the vehicle's mirror when on OSH grounds.
2. To register a vehicle, the user must provide the license plate number, state of issue, vehicle year, make, model, and color of the vehicle. Staff who have temporary vehicles (e.g., rental vehicles) are required to get a temporary tag issued by the Communication Center that must hang from the mirror when parked on OSH grounds. At the Portland campus of OSH, Legacy Security must register all vehicles with their authorized parking sticker. Salem campus OSH vehicles will be registered by license plate and will not have an OSH windshield parking sticker.
3. All full-time and part-time employees who carpool or vanpool are eligible to register for a carpool/vanpool parking permit. All employees who meet the eligibility requirements (see carpool/vanpool definition above) must fill out a Carpool/Vanpool Registration form (see Attachment B) available from the Communication Center or on the I:drive. All members of the carpool must be included on the carpool registration form.
  - a. The carpool must not be considered registered until a completed form is received from the members of the carpool, and a laminated carpool tag is issued. If a carpool member is not an employee, he/she must fill out a form for the Communication Center records. All registered members of the carpool/vanpool are given one laminated "Carpool/Vanpool Parking" permit to hang on the rearview mirror.
  - b. If the carpool/vanpool commute or membership changes, or the employee no longer has the proper number of carpool members, it is the employee's responsibility to advise the OSH Communication Center as soon as possible of any changes to the

**SUBJECT:** Parking at Oregon State Hospital

**POLICY NUMBER 8.023**

**DATE:** December 9, 2013

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original application.

- c. The OSH Security Department must provide random monitoring of the carpool/vanpool parking spaces. Written warnings must be issued to those vehicles not displaying the proper carpool permit. Failure to display the carpool/vanpool permit on hospital property may result in loss of privilege to use carpool/vanpool spaces in the future.
- B. All OSH employees, visitors, patients, contractors, and vendors must park their vehicles in appropriately designated parking spaces.
1. Staff are not permitted to park in museum/visitor designated parking spaces or the museum parking area on any shift.
  2. Handicapped/disabled parking must be designated. Only persons with current disabled parking placards are allowed to park in designated disabled parking spaces. All vehicles illegally parked in disabled parking areas must be reported to State or City Police officials, and are subject to towing at the owner's expense. If all handicap spots are filled, staff must use the regular staff parking spots until such time that a handicap space opens up. Handicap permits are only authorized to be used where the blue handicap plaque is displayed.
  3. Staff who utilize a motorcycle for transportation are afforded spaces throughout the campus. At no time must other motor vehicles park in these designated spaces. Staff who drive a motorcycle for transportation to and from work must utilize the parking spaces designated and labeled for motorcycle parking – all other staff parking spaces are designated for other vehicles. Motorcycle riders with a handicap permit may park in any handicap spot with a valid handicap sticker.
  4. Recognized employees selected for designated employee recognition parking spaces are authorized to park in the space assigned with the appropriate employee recognition parking tag visibly hanging from the rear-view mirror. Staff who receive the Recognized Employee parking space and who decide to loan the space to another employee must also give them the parking recognition tag to hang on the mirror. Vehicles parked in the spots without proper identification must be issued a written parking violation ticket.
  5. Designated carpool/vanpool parking spaces must be the closest employee parking spaces to the building entrances normally used by employees. The City of Salem Parking Code Regulations requires that 5% of the total parking spaces at the hospital be designated for carpool/vanpool.
    - a. Employees may only park in the reserved carpool/vanpool spots on the days they carpool. Two or more staff must be in the vehicle when parking in a carpool/vanpool zone, unless the authorized passengers are from another State of Oregon agency.
    - b. The person driving the carpool parked on hospital property is responsible for displaying the permit at all times. The permit must be hanging on the rearview mirror or the vehicle may not park in the designated space.
    - c. Participation in the carpool/vanpool registration is strictly voluntary, and is available to all full-time and part-time employees who carpool or vanpool



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**SUBJECT: Parking at Oregon State Hospital**

**POLICY NUMBER 8.023**

**DATE: December 9, 2013**

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- d. Employees who apply for carpool/vanpool passes must be riding together on the same shift during their regularly assigned shift. Parking permits will not be issued based on possible overtime shifts that may be awarded in the future.
  - e. Employees who may have a need to utilize carpool/vanpool parking for a temporary assignment may request a temporary pass from the Director of Security.
6. Motorized vehicles must park within the designated lines to avoid damage to other vehicles. Large vehicles should avoid parking in spaces designed for compact vehicles. Vehicles should not extend over the sidewalk, as the vehicle becomes a hazard on the walkway.

#### C. Parking Violations

1. Initial violation: When a vehicle is found to be improperly parked at OSH, the Security Department must place a written parking violation notification on the vehicle windshield. The notice must include the reasons for the vehicle receiving the notice, and a description of the vehicle. These violations must be tracked via license plate. A violation that occurs in a Fire Lane, or blocks Emergency Access areas, or a Handicap Zone warrant a direct call to the Director of Security for towing, or notification to local law enforcement.
2. Second Violation: A vehicle found to be improperly parked on a second occasion must be immobilized, and a second violation ticket must be written. The immobilizer must secure a vehicle from movement by covering the lug nuts – preventing staff from leaving OSH grounds. In addition, a notification must be placed on the driver's side window and/or windshield, indicating that the vehicle has been immobilized. The owner of the vehicle who finds their vehicle immobilized must return to the Communication Center. The Communication Center must document the owner of the vehicle and forward a copy of the violation via email to the employee's supervisor, the Director of Security, and Human Resources. When the violation has been reported, a member of the Security Staff must remove the immobilizer boot from the vehicle.
3. Third and subsequent violation: If the same person violates the parking protocol on a third or more occasion, the vehicle found during the occurrence will be subject to towing. Prior to the removal of an improperly parked vehicle, the OSH Communications Center shall complete the following steps:
  - a. Notify the Director of Security where the vehicle is parked, the current violation, and the actions to be taken.
  - b. Authorize a towing company to remove the vehicle.
  - c. Record all information and actions taken in the OSH Communication Center Log.

#### IV. ATTACHMENTS

Attachment A Parking Registration Form Attachment B  
Carpool/Vanpool Registration Form

#### V. REFERENCES

City of Salem Parking Code Regulations ORS 98.805  
through 98.992

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**SUBJECT:** Parking at Oregon State Hospital

**POLICY NUMBER 8.023**

**DATE:** December 9, 2013

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ORS 98.812

ORS 167.310 to 167.350

Replaces OSH Policy and Procedure 8.023, *Hospital Parking*, dated 06/17/2013.

**Attachment A**

|   |  |   |
|---|--|---|
|    | <h2 style="margin:0;">PARKING<br/>REGISTRATION FORM</h2> <p style="margin:0;">(Revised 3/1/13)</p> |  |
| <p><b>Please Print Legibly</b></p> <p>Oregon State Hospital(OSH) Permanent and Temporary Employees; Agency, Contractor, and ongoing Vendor staff, Volunteers, Court Staff and Psychiatric Security Review Board shall register any and all vehicles parked in an OSH parking Lot. Per Oregon State Hospital Policy 8.023, Hospital Parking, any vehicle found improperly parked is subject to a written citation, vehicle immobilization and/or being towed at the owners expense. This includes vehicles parking in and on fire lanes, driveways, sidewalks or grassy areas. Questions should be directed to the Communication Center at 503-945-2800.</p> |  |   |
| <p>Type of Request:    <input type="checkbox"/> Permanent Employee    <input type="checkbox"/> Temporary Employee/Intern<br/> <input type="checkbox"/> Volunteer / Student    <input type="checkbox"/> Court/PSRB/Attorney<br/> <input type="checkbox"/> Vendor/Contractor/Agency    <input type="checkbox"/> Other _____</p>   |  |   |
| Date of Request: _____  |  |   |
| Person Registering Vehicle:   | Last Name: _____   | First Name, Middle Initial: _____   |
| Contact Phone Number:   | Work (with area code): _____   | Personal (with area code): _____  |
| Work Site/Department: _____   |  |   |
| Vehicle #1  | Registered to:   | <u>Last Name:</u> _____ <u>First Name, Middle Initial:</u> _____                    |
| License Plate:  |  | <u>Number:</u> _____ <u>State of Issue:</u> _____                                   |
| <u>Make:</u> _____  | <u>Model:</u> _____  | <u>Year:</u> _____ <u>Color:</u> _____  |
| Vehicle #2  | Registered to:   | <u>Last Name:</u> _____ <u>First Name, Middle Initial:</u> _____                    |
| License Plate:  |  | <u>Number:</u> _____ <u>State of Issue:</u> _____                                   |
| <u>Make:</u> _____  | <u>Model:</u> _____  | <u>Year:</u> _____ <u>Color:</u> _____  |
| <b>COMMUNICATION CENTER USE ONLY</b>  |  |   |
| Date Received: _____  |  |   |
| Communication Center Staff Signature: _____   |  |   |

Attachment B



|   |  |   |
|---|--|---|
|    | <b>CARPOOL PARKING<br/>REGISTRATION FORM</b><br>(Revised 6/1/13) |  |
| <b>Please Print Legibly</b>   |  |   |
| Oregon State Hospital (OSH) Permanent and Temporary Employees, Agency, Contractor, and ongoing Vendor staff, Volunteers, Court Staff and Psychiatric Security Review Board shall register any and all vehicles parked in an OSH parking lot. Per Oregon State Hospital Policy 8.023, Hospital Parking, any vehicle found improperly parked is subject to a written citation, vehicle immobilization and/or being towed at the owner's expense. This includes vehicles parking in and on fire lanes, driveways, sidewalks or grassy areas. Questions should be directed to the Communication Center at 503-945-2800. |  |   |
| Type of Request: <input type="checkbox"/> Carpool <input type="checkbox"/> Vanpool  |  |   |
| Date of Registration:   |  |   |
| Primary Driver/Carpooler:   | Last Name  | First Name, Middle Initial  |
| Contact Phone Number:   | Work (with area code)  | Personal (with area code)   |
| Work Site/Department/Facility   |  |   |
| Make/Model/Color of Vehicle   | License Plate Number   | Email <input type="checkbox"/> Work <input type="checkbox"/> Personal               |
|   |  |   |
| Type of Request: <input type="checkbox"/> Carpool <input type="checkbox"/> Vanpool  |  |   |
| Date of Registration:   |  |   |
| Second Driver/Carpooler:  | Last Name  | First Name, Middle Initial  |
| Contact Phone Number:   | Work (with area code)  | Personal (with area code)   |
| Work Site/Department/Facility   |  |   |
| Make/Model/Color of Vehicle   | License Plate Number   | Email <input type="checkbox"/> Work <input type="checkbox"/> Personal               |
|   |  |   |
| [Redacted Section]  |  |   |
| Type of Request: <input type="checkbox"/> Carpool <input type="checkbox"/> Vanpool  |  |   |

EXHIBIT E  
Part 10  
**OREGON STATE HOSPITAL**  
POLICIES AND PROCEDURES

Exhibit E  
Part 10  
**OREGON STATE HOSPITAL**  
PORTLAND – SALEM  
POLICIES AND PROCEDURES

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**SECTION 8:** Safety, Security, Emergency Management **POLICY: 8.024**

**SUBJECT:** Tool/Sharp Security

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**POINT**

**PERSON:** MIKE BROWN

**APPROVED:** GREG ROBERTS  
SUPERINTENDENT

**DATE:** November 3, 2011

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**I. POLICY**

All instruments used for repair, crafts, personal hygiene or culinary use, that have a high probability of being used as a weapon against self or others or as an escape device, shall be closely monitored to ensure a safe and secure treatment environment. The treatment environment and patient acuity levels shall dictate the inclusion of certain items as tools/sharps.

**II. DEFINITIONS**

- A. "Tools" means all instruments designed for repair, cleaning, handicrafts and culinary use that have a high probability of being used as a weapon against self or others or as an escape device.
- B. "Sharps" means any sharp or pointed instrument, i.e., scissors, knives, razors, saws, that have a high probability of being used as a weapon against self or others or as an escape device.
- C. "Secure Area" means a locked room or locked storage cabinet.
- D. "Tools/Sharps Accountability" means a system that tracks/monitors patient use of tools/sharps, to include documentation of issue and return.
- E. "Shadow Board" means a secure area that houses tools/sharps and provides visual verification if the tool/sharp has been issued/returned.

**II. PROCEDURES**

- A. Patient Use of Tools/Sharps
  - 1. Each treatment unit and adjunctive treatment area shall have a secure area assigned for the storage of tools/sharps used by

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**SUBJECT:** Tool/Sharp Security

**POLICY NUMBER** 8.024

**DATE:** November 3, 2011

**PAGE** 2 OF 4

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patients. If there is more than one location on a unit or adjunctive treatment area where tools/sharps are stored for patient use, a secure room or cabinet shall be assigned for each of those locations.

2. Each locked tool/sharp storage area shall be designed with a "shadow board." All tools/sharps shall be placed in the tool/sharp storage area and outlined in red paint or ink.
3. Each tool/sharp storage area shall have a process for tool/sharp accountability and shall include a Tool/Sharp Sign Out Log (see attachment A). The Tool/Sharp Sign Out Log shall be completed each time a tool/sharp is issued to a patient and again when that tool/sharp is returned. In addition, when a patient signs out a tool/sharp, the patient's identification badge or a "tool chit" for that patient shall be placed in the location of that tool/sharp.
4. Each treatment unit and adjunctive treatment area shall complete a daily inventory at the end of each shift and physically account for all issued tools/sharps.
5. Communications, Security and Transportation Services shall provide consultation, training and assistance for the setup and implementation of all new tool/sharp storage areas.
6. Missing tools/sharps shall be immediately reported to the Communications Center.

**B. Staff/Contractor Use of Tools/Sharps**

1. All Facilities Services personnel and contract personnel are to check in with the charge RN or therapist prior to beginning a work project on a unit. Information exchange shall include, but not be limited to:
  - a. A clear definition of the reason for the repair/maintenance staff to be on the unit. (This information could come from either party.)
  - b. The types and amounts of tools on the units.
  - c. The estimated length of time that repair/maintenance staff shall be on the unit.
2. The Nurse in Charge or Lead staff may assign a staff as a monitor to the work area to provide security and assist the Facilities Services personnel in securing their tools, the area, and general security and safety.

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SUBJECT: Tool/Sharp Security

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3. All tools brought on a unit shall be secured in a safe place.
4. All areas shall be surveyed for security and safety prior to the start of a work project.
  - a. If possible, patient access to work areas shall be restricted or limited.
  - b. When window security screens are removed, no patient shall be allowed access to the area.
5. In the event that area cannot be adequately secured, one of the following may occur.
  - a. Patients shall be removed to their rooms.
  - b. Patients shall be moved to the yard during the time an area is unsafe.
  - c. Patients shall be secured in a locked multipurpose area.
  - d. Patients shall be temporarily relocated to another unit living area.
6. All project areas, whether on or off unit, shall be surveyed for security and safety and all tools and equipment secured before Plant Operations personnel or contractors leave the area unattended and before patients are allowed to be returned to the area.
7. This policy applies to all staff, contractors, and volunteers.
8. The Facilities Services Project Manager is to ensure that contractors are aware of and adhere to this policy.

Replaces OSH Policy and Procedure 8.024, *Tool/Sharp Security*, dated 03/14/2006.

EXHIBIT E

Part 11

**OREGON STATE HOSPITAL**  
**POLICIES AND PROCEDURES**

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**SECTION 8: SAFETY, SECURITY, EMERGENCY MANAGEMENT**

**POLICY: 8.027**

**SUBJECT: WEAPONS ON CAMPUS**

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**POINT**

**PERSON: DIRECTOR OF SECURITY**

**APPROVED: GREGORY P. ROBERTS**  
**SUPERINTENDENT**

**JANUARY 26, 2012**

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**I. POLICY**

- A. As mandated in DHS policy AS-080-008, Prevention of Violence/Weapons in the Workplace, possession or use of a concealed or unconcealed weapon(s), as defined by ORS 161.015, by an employee or volunteer, on the grounds or buildings of Oregon State Hospital–Portland or Oregon State Hospital–Salem, at any time, is prohibited. (See attached DHS policy AS- 080-008). The Oregon State Hospital has adopted DHS policy AS-080-008, with the following addendums:
- B. Storage of a firearm in a vehicle that is parked on OSH grounds is prohibited by staff, visitors and the general public.

**II. DEFINITIONS**

- A. "Weapon" means a firearm; any dirk, dagger, ice pick, slingshot, metal knuckles or any similar instrument or a knife other than an ordinary pocket knife, the use of which could inflict injury upon a person or property; Mace, tear gas, pepper mace or any similar deleterious agent as defined in ORS 163.211; An electrical stun gun or any similar instrument; A tear gas weapon as defined in ORS 163.211; A club, bat, baton, billy club, bludgeon, knobkerrie, nunchaku, nightstick, truncheon or any similar instrument, the use of which could inflict injury upon a person or property; or A dangerous or deadly weapon as those terms are defined in ORS 161.015.

**III. PROCEDURE**

- A. Law enforcement and Department of Corrections transport officers shall secure their weapon(s) prior to entering OSH. OSH provides lock boxes for use by law enforcement and Department of Corrections personnel at the General Admission entrances (Sally ports #8 and #9).
- B. OSH staff shall keep tools or related implements that could be used as a weapon locked in their vehicle at all times.

**IV. REFERENCES**

ORS 161.016, 161.015, 163.211, 166.276, 166.291, 166.292, 166.370 DHS AS-080-008

Replaces OSH Policy and Procedure 8.027, *Weapons on Campus*, dated 1/30/2007.



**EXHIBIT E**

**Part 12**

**OREGON STATE HOSPITAL**  
**POLICIES AND PROCEDURES**

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**SECTION 8:** Safety, Security, Emergency Management

**POLICY:** 8.033

**SUBJECT:** Violence-Free Workplace/Campus

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**POINT**

**PERSON:** DIRECTOR OF SECURITY

**APPROVED:** GREGORY P. ROBERTS  
SUPERINTENDENT

**APRIL 27, 2012**

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**I. POLICY**

- A. It is the policy of Oregon State Hospital to promote a safe environment for all employees, patients, and visitors.
- B. Oregon State Hospital has zero tolerance for behavior which, to a reasonable person, is intimidating, hostile, threatening, violent, abusive, or offensive. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical or psychological harm. Also prohibited are acts that express or are reasonably perceived as expressing intent to cause damage to property.
- C. Signage shall be posted on each treatment unit and at the entrances to all OSH Buildings regarding the OSH policy on a Violence Free Workplace/Campus.
- D. Oregon State Hospital shall respond appropriately to workplace violence.
  - 1. Employees who commit such acts may be removed from the premises and may be subject to disciplinary action up to and including dismissal, criminal penalties, or both.
  - 2. Visitors and the general public that commit such acts may be removed from the premises, restricted from access, referred to the Oregon State Police, and/or have visiting privileges suspended.
  - 3. Patients who make violent threats or engage in violent behavior shall have such behavior reported to their interdisciplinary treatment team for consideration in treatment planning.
  - 4. Depending on the severity of the threat or violent act made by the person, the Superintendent may notify the Oregon State Police for investigation.
- E. The law enforcement agency that provides services to the Oregon State Hospital Portland, Salem and Junction City campuses and responds to calls is the Oregon State Police through its Salem, Portland and Springfield offices.

**II. DEFINITIONS**

- A. "Harassment" means a form of treatment or behavior which to a reasonable person is intimidating, hostile, threatening, violent, abusive, or offensive.

- B. "Threat or Threatening Behavior" means a physical, verbal, or written act that expresses an intent to cause physical or psychological harm, or both, against an individual covered by this policy.

A physical, verbal, or written act that expresses an intent to cause damage to property.

- C. "Worksite" means any place where the Oregon State Hospital conducts business. This includes Oregon State Hospital campus and buildings; State-owned vehicles; personal vehicles when used within the course of performing Oregon State Hospital related work or activities; or other locations where Oregon State Hospital business is being conducted.

- D. "Violence or Violent Behavior" means a physical, verbal, or written act carried out or caused to be carried out which results, or may result in physical or psychological harm, or both, to an individual covered by this policy or damage to property.

Examples of violent conduct include physical displays of aggression, such as hitting, pushing, pinching, grabbing, and throwing things at others.

Also covered by this definition are situations in which physical or psychological harm occurs, even if it was not intended to result in such harm, e.g., horseplay and practical jokes.

- E. "Workplace Violence" means harassment, threats, and threatening behavior, and violence and violent behavior.

- F. "Weapon" means a physical object, other than a body part, designed to cause physical injury.

- G. "Serious Physical Injury" is an injury that creates a substantial risk of death, or, which causes serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ.

### III. PROCEDURES

- A. Each employee is responsible for notifying the following of conduct which may constitute workplace violence:

1. His or her immediate supervisor.
2. The Office of Human Resources for staff to staff violence.
3. The Communication Center or Security Director in Portland or Junction City for visitor or general public violence.
4. The patient's Interdisciplinary Treatment Teams and the Communication Center in Salem or the Security Department in Junction City for patient violence.

5. The supervisor shall report all incidents of violence to the Communication Center or Security Director in Portland or Junction City.
- B. Oregon State Hospital shall not tolerate retaliation against an employee or volunteer who reports or experiences workplace violence. Upon receiving a report, Oregon State Hospital shall take action to remove the offending individual from the worksite as quickly as safety permits, if Oregon State Hospital determines removal is necessary. Oregon State Hospital shall then conduct a prompt investigation of the alleged workplace violence and initiate a timely and appropriate response.
1. Employees and volunteers who are the victim in a non-work related or domestic situation which may pose a risk to people in the workplace, are encouraged to inform their supervisor or the Office of Human Resources. This is voluntary. Management shall obtain the employee's consent before notifying staff necessary to carry out a safety plan.
- C. Decisions to seek medical treatment shall be made:
1. By the injured party, if staff
  2. By the clinical staff, if a patient
  3. Any staff may contact the Communications Center in Salem or the Reception Desk in Portland or Junction City, if emergency response (911) is necessary.
- D. The Security Department shall contact the Oregon State Police according to guidelines from the Oregon State Police and the District Attorney if medical attention is sought, and:
1. serious injury or death results;
  2. a weapon is used, or if there are;
  3. multiple assailants.
- E. Staff responding to a law enforcement investigation may report the details of the incident being investigated, including the names of the participants. No other information, written or verbal, may be provided from the medical record. Requests for such information should be referred to the Oregon State Hospital Health Information Department or to the Superintendent. Disclosure of other protected health information must be approved by the OSH Legal Affairs Department to assure compliance with ORS 179.505.
- F. All assaultive behavior by Oregon State Hospital patients shall be addressed clinically by the patient's Interdisciplinary Treatment Team. The behavior, if an active problem, must be specifically described on the patient's Problem List

and Treatment Care Plan. Criminal activity, to include assaultive acts, shall be reported to the Oregon State Police by the Security Department.

- G. The hospital shall also address problems of assault administratively by effective policies and procedures, management of a safe environment for work and treatment, and a modification of practices, facilities, and personal protective equipment as necessary in response to assaultive behavior.

#### **IV. REFERENCES**

OSH Policy 8.019, Staff Response to Alleged Criminal Acts, Contraband and Critical Incidents.

Marion County District Attorney memo dated February 10, 2004 regarding guidelines for the investigation and prosecution of cases occurring in state institutions.

DHS Policy 50.010.01A -- Prevention of Violence in the Workplace OSH Policy and Procedure 5.012, Reporting of Injuries and Illnesses

ORS 179.505, Disclosure of Written Accounts by Health Care Services Provider

Replaces OSH Policy and Procedure 8.033, *Violence Free Workplace/Campus*, dated 7/18/2006.

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**MARION COUNTY, OREGON**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ **GOVERNMENT AGENCY**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) **3**  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**PO BOX 14500**

6 City, state, and ZIP code  
**SALEM, OR 97309**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| Social security number         |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
|                                |   |   |   |   |   |   |   |   |   |
| or                             |   |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 9                              | 3 | - | 6 | 0 | 0 | 2 | 3 | 0 | 7 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶ *[Handwritten Signature]*      Date ▶ *9 JAN 2015*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Confidential**  
**CONTRACTOR TAX IDENTIFICATION INFORMATION**  
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** 152939 \_\_\_\_\_

**Legal name (tax filing):** MARION COUNTY, OREGON \_\_\_\_\_

**DBA name:** \_\_\_\_\_

**Billing address:** PO BOX 14500 \_\_\_\_\_

**City:** SALEM **State:** OR **Zip:** 97309 \_\_\_\_\_

**Phone:** 503-584-4761 \_\_\_\_\_

**FEIN:** 93-6002307 \_\_\_\_\_

- OR -

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

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

