

PASSED

IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON

ORDER NO.

02-11-26-8

)IN THE MATTER OF APPROVING COMPETITIVE  
)SELECTION FOR PROFESSIONAL SERVICES  
)CONTRACTS FOR REGISTERED NURSES (RN) AND  
)CERTIFIED MEDICAL ASSISTANTS (CMA) IN THE  
)LANE COUNTY ADULT CORRECTIONS FACILITY  
)AND AWARDED CONTRACTS TO NEW HORIZONS  
)IN THE AMOUNT NOT TO EXCEED \$80,000 FOR RN  
)SERVICES AND \$55,000 FOR CMA SERVICES

The Board of County Commissioners of Lane County orders as follows:

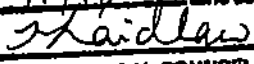
**THIS MATTER** having come before the Board of County Commissioners for approval of the competitive selection and awarding of the professional services contracts for the services of Registered Nurses (RN) and Certified Medical Assistants (CMA) in the Lane County Adult Corrections Facility (LCAC).

**WHEREAS**, in response to the competitive selection process, New Horizons has been selected to provide RN services and CMA services to LCAC. The selection was based on a combination of lowest cost, past professional experience and availability.

**NOW THEREFORE, IT IS HEREBY ORDERED** that the Board of County Commissioners approves competitive selection for professional services and awards contracts to New Horizons in an amount not to exceed \$80,000 for RN services and \$55,000 for CMA services and delegates authority to the County Administrator to execute the two contracts with New Horizons, in substantial conformity with the attached Exhibits "A" and "B".

Signed this 26th day of November , 2002

  
\_\_\_\_\_  
Chair, Lane County Board of Commissioners

APPROVED AS TO FORM  
Date: 11/19/02 Lane County  
  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

**LANE COUNTY  
PROFESSIONAL SERVICES CONTRACT  
(With Indemnity)  
REGISTERED NURSES**

THIS AGREEMENT is entered into by and between Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and New Horizons Home Care and Staffing Inc., hereinafter referred to as CONTRACTOR.

WHEREAS, COUNTY has need for the type of professional services, knowledge, skills and experience possessed by CONTRACTOR, now, therefore, in consideration of the sum of \$44.95 in an amount not to exceed \$80,000, CONTRACTOR agrees to perform during the period through 30 June 2003, the following professional services:

Medical evaluation of and treatment prescription for inmates legally in the custody of Lane County. To provide nursing care, patient treatment, health care management and health education to inmates within Lane County Adult Corrections (LCAC) Facility. Receive directions from contract physicians and Lane County Sheriff Office supervisory and management personnel. CONTRACTOR is responsible for a maximum of 112 hours per week not to exceed 2016 hours during the duration of this contract.

In performing the above services, it is understood and agreed that:

1. The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. CONTRACTOR is solely liable for any workers' compensation coverage; social security; unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.
2. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
3. CONTRACTOR is not currently employed as an employee by COUNTY, and will not be under the direct control of COUNTY.
4. The CONTRACTOR, its subcontractors, if any, and all employers working under this

contract are subject employers under the Oregon Worker' Compensation law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

5. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
6. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as is fully set forth herein.
7. CONTRACTOR agrees to indemnify and hold harmless COUNTY, its commissioners, agents, officers and employees from all claims, proceedings, civil actions, and judgments for damages, costs (including attorney fees, if awarded) and disbursements arising out of, or resulting from CONTRACTOR'S negligence in the performance or nonperformance of this contract. CONTRACTOR'S obligation under this provision is limited only to the extent the act/failure to act is covered by the professional liability insurance policy.
8. CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8<sup>th</sup> Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.
9. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8th Avenue, Eugene, OR 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by COUNTY to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.
10. Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

11. The CONTRACTOR shall not delegate, subcontract or assign any duties covered by this agreement without the prior written approval of the COUNTY.
12. CONTRACTOR certifies that s/he is a resident citizen.
13. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:
  - a. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and
  - b. CONTRACTOR has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
14. CONTRACTOR certifies that it has all licenses and permits required by law to perform the services under this contract.
15. The COUNTY shall not be obligated to pay any amount greater than that stated above. Modifications or amendments to this contract shall be in writing and executed by both parties.
16. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to submit the dispute to arbitration. A party may request arbitration by providing notice to the other party. If the parties cannot agree on an arbitrator within 14 days from the notification, either one or both may petition the Presiding Judge of the Lane County Circuit Court to make the selection. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the applicable provisions of ORS 190.710 to 190.800 or future laws which replace such statutes, with the following conditions and exceptions: 1) The location of the arbitration shall be in Eugene, Oregon; 2) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees; 3) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and 4) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.
17. The parties may jointly agree to terminate this agreement and upon the terms of such termination. The County may terminate this contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.
18. Waiver. Failure of the County to enforce any provision of the contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

19. Severability. If any provision of this contract is declared by a court to 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 enforce as if the contract did not contain the particular provision held to be invalid.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within the four corners of the Agreement are hereby deemed waived, superseded and abandoned.

LANE COUNTY

CONTRACTOR

By: \_\_\_\_\_  
William A. Van Vactor  
County Administrator

By: \_\_\_\_\_  
Mr. Daniel Rogle  
New Horizons

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

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

By: \_\_\_\_\_  
Jan Clements  
Sheriff

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

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

\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

**LANE COUNTY  
PROFESSIONAL SERVICES CONTRACT  
(With Indemnity)  
CERTIFIED MEDICAL ASSISTANTS**

THIS AGREEMENT is entered into by and between Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and New Horizons, hereinafter referred to as CONTRACTOR.

WHEREAS, COUNTY has need for the type of professional services, knowledge, skills and experience possessed by CONTRACTOR, now, therefore, in consideration of the sum of **\$29.95 per hour** in an amount not to exceed **\$55,000**, CONTRACTOR agrees to perform during the period through 30 June 2003, the following professional services:

To administer allowable medications for inmates legally in the custody of Lane County. To provide medical care and administer medications to the inmates of the Lane County Adult Corrections (LCAC) Facility, assist Registered Nurses, Nurse Practitioner, Physician and Dentist as needed, and perform other duties as assigned under the supervision of the LCAC Medical Section Supervisor. CONTRACTOR is responsible for a maximum of 168 hours per week not to exceed 3024 hours during the duration of this contract.

In performing the above services, it is understood and agreed that:

1. The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. CONTRACTOR is solely liable for any workers' compensation coverage; social security; unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.
2. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
3. CONTRACTOR is not currently employed as an employee by COUNTY, and will not be under the direct control of COUNTY.
4. The CONTRACTOR, its subcontractors, if any, and all employers working under this

contract are subject employers under the Oregon Worker' Compensation law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

5. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
6. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as is fully set forth herein.
7. CONTRACTOR agrees to indemnify and hold harmless COUNTY, its commissioners, agents, officers and employees from all claims, proceedings, civil actions, and judgments for damages, costs (including attorney fees, if awarded) and disbursements arising out of, or resulting from CONTRACTOR'S negligence in the performance or nonperformance of this contract. CONTRACTOR'S obligation under this provision is limited only to the extent the act/failure to act is covered by the professional liability insurance policy.
8. CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8<sup>th</sup> Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.
9. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8th Avenue, Eugene, OR 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by COUNTY to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.
10. Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

11. The CONTRACTOR shall not delegate, subcontract or assign any duties covered by this agreement without the prior written approval of the COUNTY.
12. CONTRACTOR certifies that s/he is a resident citizen.
13. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:
  - a. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and
  - b. CONTRACTOR has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
14. CONTRACTOR certifies that it has all licenses and permits required by law to perform the services under this contract.
15. The COUNTY shall not be obligated to pay any amount greater than that stated above. Modifications or amendments to this contract shall be in writing and executed by both parties.
16. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to submit the dispute to arbitration. A party may request arbitration by providing notice to the other party. If the parties cannot agree on an arbitrator within 14 days from the notification, either one or both may petition the Presiding Judge of the Lane County Circuit Court to make the selection. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the applicable provisions of ORS 190.710 to 190.800 or future laws which replace such statutes, with the following conditions and exceptions: 1) The location of the arbitration shall be in Eugene, Oregon; 2) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees; 3) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and 4) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.
17. The parties may jointly agree to terminate this agreement and upon the terms of such termination. The County may terminate this contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.
18. Waiver. Failure of the County to enforce any provision of the contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

19. Severability. If any provision of this contract is declared by a court to 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 enforce as if the contract did not contain the particular provision held to be invalid.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within the four corners of the Agreement are hereby deemed waived, superseded and abandoned.

LANE COUNTY

CONTRACTOR

By: \_\_\_\_\_  
William A. Van Vactor  
County Administrator

By: \_\_\_\_\_  
Mr. Daniel Rogle  
New Horizons

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

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

By: \_\_\_\_\_  
Jan Clements  
Sheriff

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

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

\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL