

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
OREGON HEALTH & SCIENCE UNIVERSITY
AND
CITY OF PORTLAND ON BEHALF OF PORTLAND FIRE & RESCUE
FOR MEDICAL DIRECTOR SERVICES 2022 - 2027**

City of Portland Agreement No. 30008250

As authorized by ORS 190.110, this is an Intergovernmental Agreement (“Agreement”) between the City of Portland, a municipal corporation of the State of Oregon, on behalf of Portland Fire & Rescue (“PF&R”), and Oregon Health & Science University (“OHSU”) an Oregon public corporation, on behalf of The Department Medicine and the Division of General Internal Medicine (“CONSULTANT”) for provision of Medical Director Services. Agreement may refer to each individually as a “Party” or jointly as the “Parties.”

WHEREAS, OHSU is a public corporation organized for the purpose of improving human health through its four-part mission of education, patient care, research and public service; and

WHEREAS, OHSU employs physicians who are members of the OHSU Practice Plan; and

WHEREAS, PF&R requires Medical Director Services which CONSULTANT is willing and able to provide;

NOW, THEREFORE, the Parties agree to enter into the following Agreement:

Party contacts and Contractor and City’s Project Manager for this Agreement are:

For City of Portland:	For Contractor:
Name: Janet Woodside	Name: Kelli Riggsbee
Title: EMS Coordinator/Program Director	Title: Sr. Network Account Executive
Address: 55 SE Ash Street	Address: 3181 SW Sam Jackson Park Road L326
City, State: Portland OR 97204	City, State: Portland OR 97239
e-mail: Janet.Woodside@portlandoregon.gov	e-mail: riggsbek@ohsu.edu
	Phone: 503-494-4147
Copy to PF&R Contracting Administrator Trisha Schultz	Copy to: Clea Cadham
Phone: 503-823-3705	Englishc@ohsu.edu
Trisha.Schultz@portlandoregon.gov	Phone: 503-494-6551
	OHSU Risk Management
	Tamara Goldsmith, ARM
	goldsmta@ohsu.edu

1. TERM OF AGREEMENT

This Agreement shall be effective beginning July 1, 2022 through June 30, 2027 (“Initial Term”), with the City’s option to extend for an additional 5 years, for a total not to exceed 10 years. The total not-to-exceed amount under this Agreement for the Initial Term shall be three hundred and fifty thousand dollars (\$350,000.00).

2. SCOPE AND CONSIDERATION

- a. The NFPA 1582 section 4.1.3 outlines the responsibilities of the "Fire Department Physician", which include "guiding, directing, and advising the members with regard to their health, fitness, and suitability for duty." OHSU agrees to adhere to these guidelines to ensure PF&R has an evidence based medical wellness program that will improve the health and safety of PF&R firefighters. Additionally, potential areas for collaboration and innovation are outlined in Exhibit A: Areas for Collaboration and Innovation.
- b. Kerry S. Kuehl, MD, DrPH, and Ryan Norton, DO, CAQSM, will serve as co-medical directors (“CO-MEDICAL DIRECTORS”) for a total of .20 FTE. They are highly experienced in procedures for patient confidentiality and very knowledgeable about OSHA and HIPAA standards. CO-MEDICAL DIRECTORS have experience with the sensitive nature of interacting with Labor and Management as proven by their continued relationships with local and national firefighters and chiefs, as well as fire service management organizations including unions, national agencies and associations. As evidenced by their clinical work and research funding over the past 29 years, CO-MEDICAL DIRECTORS have a proven ability to ensure privacy, confidentiality, and security of all data by use of one of the most advanced computer and biomedical network security services at OHSU.
- c. CONSULTANT shall provide summary data by compiling an annual final report for PF&R that includes aggregate data for each test performed. CONSULTANT will report the number of firefighters who participated in each measure, the percentage firefighters in each category: VO2 max fitness level: high, good, average, fair and low by age and sex, and will make recommendations to bring abnormal values into a normal range. The annual report will include summary statistics for specific health dimensions including, but not limited to cardiovascular health and cancer risk, weight and BMI, tobacco use, body composition, high blood pressure, diabetes risk, lipids, CBC and CMP labs, pulmonary function, and substance use.
- d. CONSULTANT agrees to review all current PF&R protocols and provide evidence-based recommendations for the PF&R medical wellness program. CONSULTANT further agrees to keep its knowledge of the literature regarding fire related health and safety current. CONSULTANT asserts that its providers understand and will adhere to the NFPA 1580 and NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments. CONSULTANT agrees that it will allocate .050 FTE to provide this service.
- e. CONSULTANT agrees to create and maintain a database and prepare annual summary of testing data to PF&R as described in paragraph (b) of this Agreement. CONSULTANT agrees that it will allocate .025 FTE to provide this service.
- f. CONSULTANT agrees to conduct quarterly medical wellness seminars to firefighters, including training via TV services media, and wellness "hot topic" informational sheets. Additionally, CONSULTANT agrees to conduct a yearly four-hour continuing education class

to Peer Fitness Trainers. CONSULTANT agrees that it will allocate .050 FTE to provide this service.

- g. CONSULTANT agrees to conduct a review of the strength and rehabilitation program provided by the peer fitness trainers and athletic trainer and to provide them with consultation services. CONSULTANT agrees to review the Fitness Assessment and Functional Movement Screen to provide medical input on the test's safety and utility in determining clearance for duty. CONSULTANT shall also enhance the current MSK curriculum to help reduce injury risk. CONSULTANT agrees that it will allocate .025 FTE to provide this service.
- h. CONSULTANT agrees to assess injury rate, FPD&R claims, insurance claims, and days of absence from work against variables such as sleep, station, number of calls per shift, and other similar variables to identify risk factors that can be addressed by PF&R. CONSULTANT agrees that it will allocate .025 FTE to provide this service.
- i. CONSULTANT agrees that the CO-MEDICAL DIRECTORS will serve as medical liaisons and consultants to the PF&R Wellness Coordinator, Chiefs, Peer Fitness Trainers, and Athletic Trainer on all matters related to health and safety, as well as to attend meetings with PF&R administration to provide physician input and oversight. CONSULTANT agrees that it will allocate .025 FTE to provide this service.
- j. CONSULTANT agrees that the CO-MEDICAL DIRECTORS under this Agreement will familiarize themselves and abide by the requirements of the City of Portland's
- k. anti-discrimination, harassment, and retaliation rule as stated in City Human Resources Administrative Rule 2.02

3. LOCATION OF WORK

Seminars and meetings may take place at OHSU, City of Portland offices and at any of the 31 Portland Fire & Rescue Stations see Exhibit B: Fire Station List.

4. COMPENSATION The City of Portland agrees to compensate CONSULTANT as follows:

- a. Year 1 (7/1/22-6/30/23): \$63,000.00 (.020 FTE)
- b. Year 2 (7/1/23-6/30/24): to account for inflation, to be negotiated by the Parties
- c. Year 3 (7/1/24-6/30/25): to account for inflation, to be negotiated by the Parties
- d. Year 4 (7/1/25-6/30/26): to account for inflation, to be negotiated by the Parties
- e. Year 5 (7/1/26-6/30/27): to account for inflation, to be negotiated by the Parties

Payment is inclusive of all services outlined in this Agreement.

- f. The maximum amount to be paid under the entire duration of the Initial Term of this Agreement shall not exceed three hundred and fifty thousand dollars (\$350,000.00).
- g. PF&R will make monthly payments to OHSU via ACH, equal to 1/12 of the annual compensation.
- h. PF&R will make payments to "OHSU" at:
To pay via Electronic Funds Transfer:
ABA/Routing Number: 123000848
Account Number: 153911831268

Swift code: USBKUS44IMT

Reference: Please include invoice number in remittance advice

- i. Payment Terms: Net 30
- j. PF&R will pay OHSU an Eighteen percent (18%) annual interest penalty for all payments not made within 30 days of invoice.

5. CO-MEDICAL DIRECTORS AND OFF-CAMPUS AUTHORIZATION

- a. The CO-MEDICAL DIRECTORS performing work under this Agreement are Ryan Norton, DO, CAQSM and Kerry Kuehl, MD, DrPH from the Department of Health Promotion and Sports Medicine.
- b. CO-MEDICAL DIRECTORS providing clinical consultation at non-OHSU locations are required to obtain authorization from the President of OHSU or a representative of the President.
- c. Once off-campus authorization for the service to be provided under this Agreement is provided for a non-OHSU location, then such authorization shall remain in effect for the Term of this Agreement.
- d. If this Agreement continues beyond the end date specified herein, then off-campus authorization must be obtained by the CO-MEDICAL DIRECTORS for the period following. If authorization is not approved for the additional period, then the Agreement will automatically terminate as of the end date specified of this Agreement.
- e. This Agreement constitutes express authorization from the President of OHSU for the CO-MEDICAL DIRECTORS to provide the services at PF&R as specifically outlined in this Agreement.

6. CONTACT INFORMATION

- a. OHSU DEPARTMENT
Clea Cadham, MPH
Program Director, General Internal Medicine
3181 SW Sam Jackson Park Road
Portland, OR 97239
PHONE: 503-494-6551
FAX: 503-494-0979
englishc@ohsu.edu
- b. OHSU CONTRACTING & NOTICES ADDRESS
Kelli Riggsbee, MHA
Sr. Network Account Executive
Managed Care Contracting
3181 SW Sam Jackson Park Road, L326

Portland, OR 97239
PHONE: 503-494-4147
FAX: 503-494-1297
riggsbek@ohsu.edu

c. PF&R CONTACT INFORMATION

Trisha Schultz
Contract Administrator
55 SW Ash Street
Portland, OR 97204
PHONE: 503-823-3705
Trisha.schultz@portlandoregon.gov

d. PF&R PROGRAM CONTACT INFORMATION

Janet Woodside
Emergency Medical Services Administrator/Health and Wellness
PHONE: 203-823-3879
Janet.Woodside@portlandoregon.gov

e. OHSU RISK MANAGEMENT

Tamara Goldsmith, ARM
Risk Insurance Analyst, Risk Management
PHONE: 503-494-2084
FAX: 503-494-1941
goldsmta@ohsu.edu

7. RELATIONSHIPS

- a. OHSU and PF&R intend that the relationship between OHSU and PF&R is at all times and for all purposes under this Agreement that of independent contractors. Neither PF&R nor any of PF&R's employees or agents is to be considered an agent or employee of OHSU for any purpose, and neither PF&R nor any of PF&R 's agents or employees is to be considered an agent or employee of OHSU for any purpose. PF&R is not an officer, employee or agent of OHSU as those terms are used in ORS 30.265. Neither OHSU nor any of their respective agents or employees is to be considered an agent or employee of PF&R for any purpose, and neither OHSU nor any of their respective agents or employees is entitled to any of the benefits that PF&R provides for its employees. Each Party is solely and entirely responsible for its acts and the acts of its agents or employees during the performance of this contract. Nothing contained in this Agreement shall be construed to create a relationship of agency, representation, joint venture, brokerage, partnership, ownership, control or employment

between the parties other than that of independent parties contracting for the purpose of effectuating this Agreement.

8. EXPERT WITNESS CAPACITY

CONSULTANT hereby confirms that Ryan Norton, DO, CAQSM and Kerry Kuehl, MD, DrPH agree that they will not accept any employment wherein they act as an expert witness against the City of Portland for any Fire & Police Disability & Retirement claims arising during the term of this Agreement.

9. ASSIGNMENT

No Party shall assign or transfer its right nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.

10. TERMINATION

The Agreement may be terminated at any time by mutual consent of all Parties; or by any party upon providing ninety (90) calendar days written notice to the other Parties. Such notice is to be delivered by certified mail or in person to the addresses specified in the CONTACT INFORMATION section. Any payments made by the City of Portland shall be returned if services have not been provided for the duration of the Agreement, and a prorated payment based on the length of service out of the year shall be made. The Parties agree that such prorated payment shall be calculated using weeks of service provided out of the 52 weeks available.

11. INDEMNIFICATION

OHSU shall save, defend, indemnify, and hold harmless PF&R, its officers, employees and agents from and against any third-party liability which may arise under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and to the extent of liabilities arising out of the tortious acts or omissions of the CONSULTANTS or CO-MEDICAL DIRECTORS. OHSU shall not be required to indemnify or defend PF&R for any liability arising out of the tortious acts of employees or agents of PF&R. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) PF&R shall save, defend, indemnify, and hold harmless OHSU and its Boards of Directors, officers, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of PF&R or its employees, subcontractors, or agents acting under this Agreement, except that the City shall not save, defend, indemnify and hold harmless OHSU for activities or omissions that are taken by PF&R employees on the recommendation and/or advice of CO-MEDICAL DIRECTORS. PF&R shall not be required to indemnify or defend OHSU or CONSULTANT for any liability arising out of the tortious acts of employees or agents of OHSU or CONSULTANT

12. INSURANCE

OHSU shall provide professional liability coverage consistent with the Oregon Tort Claims Act, (ORS 30.260 through 30.300), and subject to the limits of the Act, for all services provided by CONSULTANTS acting within the scope of their work pursuant to this Agreement. In addition, OHSU shall keep and maintain insurance coverage in a minimum amount of not less than the amounts of OHSU's limitation of liability under ORS 30.271(5) as such amounts are expressed in ORS 30.271(2) and (3) and adjusted consistent with ORS 30.271(4). OHSU shall furnish to PF&R a certificate of insurance as evidence of the insurance coverage required by this Agreement. The

certificates shall be addressed, or hand-delivered, to the address identified in the PF&R CONTACT sub-section of paragraph (6), CONTACT INFORMATION section.

PF&R shall secure at its own expense and keep in effect during the term of this Agreement general liability insurance with a minimum limit of not less than the amounts of OHSU's limitation of liability under ORS 30.271(5) as such amounts are expressed in ORS 30.271(2) and (3) and adjusted consistent with ORS 30.271(4). Unless PF&R is insured under a self-insurance program acceptable to OHSU, insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon that has an A.M. best rating of A or better. Before work under this contract is commenced, the PF&R shall furnish to OHSU certificates of insurance as evidence of the insurance coverage required by this contract. The certificates shall be addressed, or hand delivered, to the address identified in the OHSU CONTRACTING AND NOTICES, CONTACT INFORMATION section.

13. ACCESS TO RECORDS

Each Party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law. Any demand for the same will be honored within 15 days of the same unless otherwise agreed by the parties or prohibited by law.

14. ELECTRONIC SIGNATURES

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement. The Parties agree further that each or both Parties may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

15. SIGNING IN COUNTERPART

This Agreement may be executed in counterpart. The identical counterparts shall have the same force and effect as if a single document had been signed. PF&R and OHSU shall provide each other with signed copies from their respective governing bodies, or designee.

16. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

CONSULTANT agrees to comply with the requirement of HIPAA and retain all information covered by HIPAA as confidential as required by applicable law. CONSULTANT understands the need for trust by PF&R firefighters in those providing medical and wellness services, and that adhering to confidentiality requirements and respecting the privacy of firefighters receiving wellness services fosters such trust, and agrees to abide by these confidentiality requirements and to respect the privacy of those firefighters served under this Agreement.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between OHSU, and PF&R that arises out of or relates to performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Multnomah, for the State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

18. COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, the Parties agree to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from Federal financial assistance." The Parties will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

19. EXCUSE FOR NONPERFORMANCE

No Party shall be held responsible for delay or default caused by labor disputes, riots, fires, floods, epidemics, pandemics, embargoes, acts of civil or military authorities, acts of nature or war, legal acts of public entities, or unusually long delays by public carriers that are beyond the affected party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

20. FEDERAL AND STATE PROGRAM ELIGIBILITY

All Parties represent and warrant that they are not excluded from participation and is not otherwise ineligible to participate in a Federal health care program, as defined in 42 U.S.C. Section 1320a-7b (f), or in any other government payment program. In the event any Party is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this Agreement, the ineligible Party will notify the other Party in writing within three (3) business days after such event, and upon the occurrence of such event. Whether or not such a notice is given to the other Party, that Party may immediately terminate this Agreement upon written notice to the ineligible Party. If the ineligible Party is excluded from participation or not otherwise eligible for participation in a Federal health care program as defined in 42 U.S.C. Section 1320a-7b (f).

21. ADDITIONAL TERMS AND CONDITIONS

a. General Definitions.

- i. "Affiliates" (11/18) means, for OHSU, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term "control" means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by Agreement, agreement or otherwise.
- ii. "Confidential Information" (08/19) means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be

considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

- iii. “Personally Identifiable Information (PII)” (11/18) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Identity Theft Protection Act.
- iv. “Subcontractor” (11/18) means any person or entity under the control of OHSU, other than an employee of OHSU, utilized by OHSU to perform all or part of this Agreement.

- b. City Reporting Requirements. (12/18) The City is required to track Entire Agreement data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) participation and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and D/M/W/ESB/SDVBE subcontracting commitments made by OHSU in its Proposal/Quote.
- c. Payment of Taxes/OHSU Shall Withhold. (09/17) OHSU shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection

with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. OHSU shall be solely responsible for all such obligations for its employees. OHSU shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.

d. Records and Audits (06/19)

- i. Records Retention. (06/19) OHSU shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). OHSU agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
- ii. City Audits. (06/19) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services at any time in the course of the Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- iii. Access to Records. (06/19) The City may examine, audit and copy OHSU's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.

e. News Releases and Public Announcements. (09/17) Neither party shall use the the other party's seal or other representations of the other party in its external advertising, marketing, website, or other promotional efforts, nor shall either party issue any news release or public announcements pertaining to this Agreement or the Services without the express written approval of the other party. Such approval may be withheld in the party's sole discretion. OHSU shall not use the City seal without specific written permission from the City Auditor.

f. Survival. (09/17) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Agreement prior to termination or expiration shall survive the termination or expiration of this Agreement and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between OHSU and the City.

g. Public Records Request. (09/17) Each party acknowledges that the other party is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information submitted by one party to the other party hereunder may be, by virtue of its possession by the other party, a public record and subject to disclosure pursuant to the Oregon Public Records Act. Each party's commitments to maintain

certain information confidential under this Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by each party to the other party is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which the disclosing requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, each party will maintain the confidentiality of information.

h. Confidentiality.

- i. OHSU's Confidential Information. (08/19) During the term of this Agreement, OHSU may disclose to the City, certain OHSU Confidential Information pertaining to OHSU's business. OHSU shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the OHSU's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, OHSU shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Confidential Information. Subject to Section 21(g), the City shall: (1) limit disclosure of OHSU Confidential Information to those directors, employees, contractors and agents of the City who need to know the OHSU Confidential Information in connection with this Agreement who have been informed of confidentiality obligations at least as strict as those contained in this Agreement, and (2) exercise reasonable care to protect the confidentiality of the OHSU Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.
- ii. City's Confidential Information. (08/19) OHSU shall treat as confidential any City Confidential Information that has been made known or available to OHSU or that OHSU has received, learned, heard or observed; or to which OHSU has had access. OHSU shall use City Confidential Information exclusively for the City's benefit in the performance of this Agreement. Except as may be expressly authorized in writing by the City, in no event shall OHSU publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Subject to Section 21(g), OHSU shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, Subcontractors and agents of OHSU who need to know the City Confidential Information in connection with this Agreement and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Agreement, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as OHSU employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in OHSU's possession or custody or under its control. OHSU is expressly restricted from and shall not use the Intellectual Property Rights of the City without the City's prior written consent.
- iii. Equitable Relief. (12/18) Each party acknowledges that unauthorized disclosure of the other party's Confidential Information will result in irreparable harm to the

disclosing party. In the event of a breach or threatened breach of this Agreement, the disclosing party may seek injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of Agreement terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.

- iv. Discovery of Documents. (06/19) In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

- i. Compliance with Civil Rights Act. (09/17) Each party certifies it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>
- j. Respectful Workplace Behavior. (09/17) The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. OHSU certifies its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>
- k. Nondiscrimination. (06/19) Pursuant to all City, State, and federal non-discrimination and civil rights laws, OHSU, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of Subcontractors, including procurements of materials and leases of equipment.
- l. Subcontractors. (12/19) OHSU may not subcontract any work under this Agreement without the City's prior written consent. OHSU shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. OHSU shall ensure that all applicable provisions of this Agreement (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between OHSU and its Subcontractors for Services authorized under this Agreement.
- m. Flow-down Clauses. (12/19) OHSU shall include the following clauses, or substantially similar language, in its subcontracts under this Agreement:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations
Section 6.1, Hold Harmless and Indemnification

- n. Integration. (12/19) This Agreement contains the entire agreement between the Parties regarding the subject matter addressed herein and supersedes all prior written or oral discussions or agreements.

SIGNATURE PAGE

(08/19)

OHSU represents that OHSU has had the opportunity to consult with its own independently selected attorney in the review of this Agreement. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Agreement.

This Agreement constitutes the entire agreement between the City and OHSU and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or OHSU quotation or invoice.

The Parties agree that they may execute this Agreement and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereby cause this Agreement to be executed.

OHSU

Email: _____

Authorized Signature Date

Printed Name and Title

Address: _____

Phone: _____

Agreement Number: 30008250

Amendment Number: 0

Agreement Title: MEDICAL DIRECTOR SERVICES 2022-2027

CITY OF PORTLAND SIGNATURES

By: _____

Date: _____

Elected Official

Ordinance #

Approved:

By: _____

Date: _____

Office of City Auditor

Approved as to Form:

By: _____

Date: _____

Office of City Attorney