

INTERGOVERNMENTAL AGREEMENT # _____
between
POLK COUNTY
and
THE CITY OF SALEM
for
MOBILE RESPONSE CRISIS TEAM SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “IGA”) is made and entered into by and between POLK COUNTY, a political subdivision of the State of Oregon (hereinafter “COUNTY”), and THE CITY OF SALEM, an Oregon municipal corporation (hereinafter “CITY”), acting by and through its governing body, pursuant to ORS 190.010.

NOW THEREFORE, in consideration of the mutual promises, benefits, and covenants set forth herein, COUNTY and CITY do hereby agree as follows:

A. STATEMENT OF WORK:

The COUNTY and CITY will cooperatively provide mobile response crisis services in Polk County, Oregon, through a Mobile Crisis Response Team. The Mobile Crisis Response Team (hereinafter the “Team”) will consist of one sworn law enforcement professional and one qualified mental health professional (“QMHP”). The Team will primarily take calls from 911 dispatch that have a mental health component and will assist other agencies throughout Polk County with those types of calls. The Team will provide after-hours support and provide follow up to individuals who have had recent interactions with law enforcement. The Team will make referrals to community partners as deemed appropriate. The Team shall work four (4) days per week in ten (10) hour shifts. The Team will meet weekly for debriefings, program review, and supervision.

B. FUNDING, BILLING, TOTAL AMOUNT:

1. The COUNTY agrees to pay CITY up to \$142,783.00 (one hundred forty-two thousand, seven hundred eighty-three dollars) for such things as salary, benefits, equipment, training, and operation costs in accordance with CITY’S proposed budget.
2. The CITY shall submit monthly invoices of actual costs to: Sara Dotson, Polk County Behavioral Health, at dotson.sara@co.polk.or.us.
3. Total Amount: The total amount paid pursuant to this IGA shall not exceed \$142,783.00.

C. TERM, TERMINATION, AND AMENDMENT:

1. Term of Agreement: This IGA shall become effective upon its execution by both the CITY and COUNTY and shall continue in full force and effect until **June 30, 2018**, or until funds have been exhausted for the Team, whichever occurs first. It is understood by both parties that this IGA is subject to the availability of local, state, and federal funds.
2. Periodic Review: This IGA including attachments will be reviewed and any necessary revisions will be made as required to assure the success of the Team and the program.
3. Amendments: This IGA may be amended in writing from time to time by the mutual consent of the parties to reflect changes in service delivery, term modification, and/or funding.
4. Opt Out/Termination: This IGA may be terminated by either party by giving not less than thirty (30) days' prior written notice to the other.

D. GENERAL PROVISIONS:

1. Funds Available and Authorized: The COUNTY certifies that at the time of execution of this IGA, sufficient funds are available and authorized for the services requested under this IGA.
2. Compliance with Applicable Laws: The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this IGA.
3. Governing Law: This IGA shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Polk County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon.
4. Nondiscrimination: The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this IGA.
5. Mutual Indemnification: Each party agrees to defend, save, hold harmless and indemnify the other party and its officers, employees, and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of the activities of the indemnifying party or its officers, employees, or agents under this IGA, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution.

6. Confidentiality: The parties expressly agree to comply with ADDENDUM NO. 1, Guidelines for Protected Health Information Disclosure with Law Enforcement, revised November 11, 2013, which is attached hereto and incorporated herein by this reference.
7. False Claims, Fraud, Waste and Abuse: Both parties shall cooperate with and participate in activities to implement and enforce policies and procedures to prevent, detect, and investigate false claims, fraud, waste, and abuse relating to Oregon Health Plan, Medicare, or Medicaid funds. Both parties shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection, and investigation of false claims, fraud, waste, and abuse. Both parties shall allow the inspection, evaluation, or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste, or abuse. Each party is required to verify that its staff and contractors are not excluded from providing any services under this IGA funded by Medicare and Medicaid before services are provided. Each party to this IGA is required to check the following databases for excluded individuals and entities:

Office of Inspector General (OIG)

<https://oig.lhsc.state.tx.us/Exclusions/Search.aspx>

Excluded Parties List System (EPLS) www.epls.gov

8. Insurance: Each party agrees to obtain and maintain in full force and effect at all times during the term of this IGA, a policy or policies of general liability insurance with liability limits of at least \$2,000,000.00 (two million dollars) per occurrence, and agrees to provide the other party, upon written request, with proof of such insurance. The COUNTY and CITY, as government bodies, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.
9. Workers' Compensation: Each party agrees that it will comply with ORS 656.017. Each party shall be solely liable for its employees' workers' compensation claims, regardless of which party is exercising supervision and control over the project when the claim arises.
10. Merger Clause: Both parties concur and agree that this IGA constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA. No waiver, consent, modification, or change to the terms of this IGA shall bind either party unless in writing and signed by both parties. Both parties, by the signatures set forth below of their authorized representatives, hereby agree to be bound by its terms and conditions.

11. Notices: Whenever notice is required or permitted to be given under this IGA, such notice shall be given in writing to the other party: by personal delivery; by sending via a reputable commercial overnight courier; or by mailing using registered or certified United States mail, return receipt requested, postage prepaid; to the address set forth below:

IF TO POLK COUNTY:

Behavioral Health
1520 Plaza St NW
Salem, OR 97304
Attention: Sara Dotson
Program Manager

IF TO THE CITY OF SALEM:

City of Salem, Police Department
555 Liberty Street SE, Room 130
Salem, OR 97301
Attention: Treven Upkes, Lieutenant

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by overnight courier shall be deemed to be given five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing.

IN WITNESS WHEREOF, the undersigned parties have agreed to the terms and provisions stated in this IGA and have caused it to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM:

Signature

Printed Name

Title

Date

POLK COUNTY BOARD OF COMMISSIONERS:

Commissioner

Date

Commissioner

Date

Commissioner

Date

APPROVED AS TO FORM:

Morgan Smith,
Polk County Legal Counsel

Date



Behavioral Health

ADDENDUM NO. 1

Guidelines for Protected Health Information Disclosure with Law Enforcement

Revised 11/11/2013

Purpose: To clarify situations where disclosure of Protected Health Information (PHI) to Law Enforcement is authorized. To promote necessary and appropriate exchanges of information in accordance with the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

These guidelines specifically pertain to PHI disclosure from Polk County Behavioral Health (PCBH) to law enforcement agencies.

Because Oregon law also places certain restrictions on disclosure of protected health information that may be more stringent than HIPAA, disclosures authorized under HIPAA may be further restricted by state law. In circumstances where Oregon Revised Statutes establish a higher standard of protection, Polk County will adhere to these more restrictive standards. Authorized disclosure of protected health information will comply with PCBH policy on HIPAA Compliance.

Access to and exchange of MCHD clients' protected health information will be restricted to disclosures authorized by the client unless the criteria described below is met.

Information may be shared without client consent as allowed under HIPAA standards and state laws (ref. ORS 179.505 and ORS 192.512 et seq) when at least one of the following is present:

- In the event of imminent threat to safety of the individual or others and authorization for release is not practical
- In situations where the client's symptoms prevent the individual from providing consent or when client is determined to be unable to give informed consent and the risk of harm to self or others is deemed high (e.g. the individual is highly disorganized and walking out into traffic)

In all situations, the intent of the information sharing must be to protect the safety of the client, PCBH staff, Polk County community members and first responders, including EMS and law enforcement.

Information shall be limited to the minimum required to reasonably assure safety concerns are addressed.

- PHI disclosure may include:
- Name,
- DOB, Address,
- Known history of assaultive or violent behaviors,
- Current mental health symptoms that contribute to risk, and
- Intervention techniques that have been successful in deescalating the client in the past.

Identification of situations where disclosure may be made will be based on the following:

- A review of a forensic psychological evaluation which identifies specific risk factors for violent or assaultive behavior and the risk factors are currently present
- History of use of force by law enforcement when the individual was exhibiting a similar clinical picture to their current mental status
- Stated threats of assault or violence by the individual that are deemed by a mental health professional as credible and likely to occur
- Stated intent by the client to provoke law enforcement into a use of force situation
- Known history of violence toward first responders *and* a reasonable likelihood that contact with first responders will occur due to current symptoms.
- A structured risk assessment has been completed by a mental health professional which indicates significant potential of violence *and* the clinician believes there is a reasonable likelihood of imminence.
- Other situations in which a mental health professional, after assessing current mental status and history of violent behavior, determines the threat of violence toward self or others is heightened and likely to occur.

The goal of the disclosure shall be to assist Law enforcement and other first responders in providing a modified response with the lowest potential for violence or use of force. This may include responding to a situation in a more cautious manner, engagement of the Mobile Response Crisis Team or bringing in a CIT-trained officer to assist in the response.

When individuals with a mental illness are taken into custody, mental health staff may release information required to ensure the continuity of treatment. Whenever possible, this information should be shared directly with treating clinicians at the jail, however may be provided to Law enforcement personnel when direct contact with a clinician is not feasible.

Alcohol and drug diagnosis and treatment information is further protected under CFR 42 part 2 and is may not be disclosed under these guidelines. These guidelines pertain only to mental health history and treatment information.

Polk County reserves the right to change or readdress any of the guidelines presented here.