

INTERGOVERNMENTAL AGREEMENT #1816
between POLK COUNTY
And
CITY OF SALEM
Project: MOBILE RESPONSE CRISIS TEAM

THIS AGREEMENT is made and entered into by and between POLK COUNTY ("County"), a political subdivision of the State of Oregon, and THE CITY OF SALEM ("City"), an Oregon Municipal Corporation, acting by and through its governing body is made pursuant to ORS 190.010 (Cooperative Agreements).

In consideration of the mutual obligations and benefits set forth, the parties agree as follows:

A. STATEMENT OF WORK:

County and City will work cooperatively to provide mobile crisis team response services in Polk County. The Mobile Crisis Response Team ("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 these 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 will work four days per week in ten hour shifts. The team will meet weekly for debriefings, program review, and supervision.

B. FUNDING AND BILLING:

1. County agrees to pay City up to \$150,900.00 (one hundred fifty thousand, nine hundred dollars) for such things as salary, benefits, equipment, fleet, training, and operation costs in accordance with City's proposed budget.
2. CITY shall submit monthly invoices of actual costs attention to: Sara Dotson, Polk County
3. Total Amount: Total amount paid by County to City pursuant to this agreement is not to exceed \$150,900.00.

C. TERM, TERMINATION, AND AMENDMENTS:

1. Term of Agreement: This Agreement shall be effective upon its execution by both parties from July 1, 2018, through June 30, 2019, or when funds have been exhausted for this program, or is terminated in accordance with the terms of this Agreement, whichever occurs first. It is understood that this Agreement is subject to the availability of local, state, and federal funds.
2. Periodic Review: This Agreement, including attachments, will be reviewed and any necessary revisions will be made as required to assure the success of the program.
3. Amendments: This Agreement may be amended in writing by mutual consent of both parties to reflect changes in service delivery, term modification and/or funding.
4. Opt Out/Termination: This Agreement may be terminated by either party by giving not less than thirty (30) days written notice to the other party. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination

D. GENERAL PROVISIONS

1. Funds Available and Authorized: County certifies that at the time of execution of this Agreement, sufficient funds are available and authorized for the services requested under this Agreement.
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 Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.
3. 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 Agreement.
4. Mutual Indemnification: Each party agrees to defend, save, hold harmless, and indemnify the other party and its officers, agents, and employees, from and against any and all claims, suits, actions, demands, liabilities, losses, damages, costs, and expenses of any nature, resulting from or arising out of the acts or omissions of the indemnifying party or its officers, agents, employees, and subcontractors and their employees and agents, in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
5. Confidentiality: The parties expressly agree to comply with Guidelines for Protected Health Information Disclosure with Law Enforcement, Revised 11/11/2013 incorporated as ADDENDUM NO. I, and attached herewith.
6. 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. Both parties are required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Both parties are required to check the following databases for excluded individuals and entities:

Office of Inspector General (OIG) <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>
Excluded Parties List System (EPLS) www.epls.gov
7. Insurance: Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 to 30.300).

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.
8. Merger Clause: Both parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Both parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

9. Notices: Any notice required to be given CITY or the COUNTY under this Agreement shall be sufficient if given in writing, by first class mail or in person to:

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

City of Salem
City of Salem, Police Department
555 Liberty St SE
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 Agreement as of the date set forth below:

THE CITY OF SALEM:

Signature _____ Date _____

Title _____

Address _____

Phone _____

Fax _____

Email _____

Hansen Administrator Date _____ Greg

Carroll, Health Services Director Date _____ Noelle

Dotson, Program Manager Date _____ Sara

APPROVED AS TO FORM:

Smith, Polk County Legal Counsel Date _____ Morgan

Jeff Brown, Polk County Contracts Date _____ 9-28-18

POLK COUNTY BOARD OF COMMISSIONERS:

Commissioner Date _____

Commissioner Date _____

Commissioner Date _____ 11/7/16

POLK COUNTY:



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.

