

INTERGOVERNMENTAL AGREEMENT #HE-2907-19

Between

MARION COUNTY and CITY OF SALEM

1. PARTIES TO AGREEMENT

This Agreement between *City of Salem, an Oregon Municipal Corporation* hereafter called City, and *Marion County, a political subdivision of the state of Oregon*, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the City shall provide Mobile Crisis services to County. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of July 1, 2019 through June 30, 2021 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to City or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by City to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- d. If City fails to provide services called for by this agreement within the time specified herein or any extension thereof.

- e. If City fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 City may terminate this agreement effective upon delivery of written notice to County or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the provision of the indicated quantity of services. This agreement may be modified by mutual written agreement of the parties to accommodate a reduction in funds.
- b. If funding budgeted to the Salem Police Department through the City of Salem budgeting process is not obtained or continued at levels sufficient to allow for the provision of the indicated quantity of services. This agreement may be modified by mutual written agreement of the parties to accommodate a reduction in budgeted funds.
- c. If staffing levels are not obtained or continued at levels sufficient to allow for the provision of the indicated quantity of services. This agreement may be modified by mutual written agreement of the parties to accommodate a reduction in staffing levels.

3.6 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall not exceed \$304,300. Payments under this contract shall be made on a cost reimbursement basis.

2019-2020 Proposed Budget

Officer Salary and benefits:	\$142,800
Vehicle Costs	\$ 2,200
Gasoline	<u>\$ 5,000</u>
FY19-20 Subtotal	\$150,000

2020-2021 Proposed Budget

Officer Salary and benefits:	\$147,100
Vehicle Costs	\$ 2,200
Gasoline	<u>\$ 5,000</u>
FY20-21 Subtotal	\$154,300

4.2 Requests for payment shall be submitted to the County as follows;
City shall submit electronically monthly invoices of actual costs with documentation attention to Ann-Marie Bandfield, Health Program Manager, Marion County Health & Human Services Department at AMBandfield@co.marion.or.us.

Final invoices shall be due no later than July 20, 2021.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

Mobile Crisis teams shall primarily take calls from dispatch that have a mental health component and assist other agencies throughout the county with those types of calls.

5.1 UNDER THE TERMS OF THIS AGREEMENT, CITY SHALL:

Provide trained Officer(s) working a four days per week, ten hour shifts that will primarily take calls from dispatch that have a mental health component and assist other agencies throughout the County with those types of calls. The team shall also provide after hours support and follow up for the Crisis Outreach Response Team (CORT).

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

Provide a Qualified Mental Health Practitioner (QMHP) who will be coupled with a law enforcement professional to provide assistance with dispatched calls.

6. 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.

7. 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.

8. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

9. 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).

10. MERGER CLAUSE

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. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. FALSE CLAIMS, FRAUD, WASTE AND ABUSE

Both parties shall cooperate with and participate in activities to implement and enforce the 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: Excluded Parties List System (EPLS) www.sam.gov

12. LICENSURE

Parties shall maintain at all times during the term of this agreement any license(s) required by law to perform services under this Agreement.

13. 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. 1, and attached herewith.

14. NOTICES

Any notice required to be given the City or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For County:
Marion County Health & Human Services
Psychiatric Crisis Center
1118 Oak Street SE
Salem, OR 97301
Attention: Ann-Marie Bandfield,
Health Program Manager

For City:
City of Salem, Police Department
555 Liberty St SE
Salem, OR 97301

Attention: _____

SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair  Date 6.19.19

Commissioner  Date 6-19-19

Not Present At Meeting

Commissioner _____ Date _____

Authorized Signature:  Date 6.5.19
Cary Moller, Administrator

Authorized Signature:  Date 6-4-2019
Carolyn Fry, Division Director

Authorized Signature:  Date 5/31/19
Ann-Marie Bandfield, Health Program Mgr.

Authorized Signature:  Date 5/31/19
Jeremiah Elliott, Sr. Admin. Srv. Mgr.

Authorized Signature: N/A Date _____
Chief Administrative Officer

Reviewed by Signature: Jane E Vetto Date 6/10/19
Marion County Legal Counsel

Reviewed by Signature: Cambu Schlag Date June 7, 2019
Marion County Contracts & Procurement

CITY OF SALEM SIGNATURE

Authorized Signature: _____ Date: _____

Title: _____



Marion County
OREGON
Health Department

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 Marion County Health Dept (MCHD) 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, Marion County will adhere to these more restrictive standards. Authorized disclosure of protected health information will comply with MCHD 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, MCHD staff, Marion 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 Mental Health Response 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.

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