

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

Provide mobile crisis team response services in Polk County; consisting of one sworn law enforcement professional and one qualified mental health professional (QMHP).

A. STATEMENT OF WORK:

Mobile crisis teams will primarily take calls from 911 dispatch that have a mental health component, and assist other agencies throughout the 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; making referrals to community partners as deemed appropriate. Team will work four days per week, ten hour shifts.

The team will meet weekly for debriefings, program review, and supervision.

B. FUNDING AND BILLING:

COUNTY agrees to pay CITY up to \$150,000 for such things as salary, benefits, equipment, fleet, training, and operation costs in accordance with CITY'S proposed budget;

CITY shall submit monthly invoices of actual costs attention to Sara Dotson, Polk County Behavioral Health at dotson.sara@co.polk.or.us

C. TERMS AND AMENDMENTS

1. Term of Agreement: This agreement shall become effective upon signatures of all parties through June 30, 2020, or when funds have been exhausted for this program, 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 from time to time by mutual consent of all the parties to reflect changes in service delivery, term modification and/or funding.
4. Opt Out/Termination: Any party to this agreement may terminate its participation by giving thirty (30) days written notice to all of the parties.
5. Total Amount: Total amount of this agreement not to exceed \$150,000.

D. GENERAL PROVISIONS

1. Funds Available and Authorized: COUNTY certifies at the time they request services that 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, indemnify and hold harmless every other party, its officers, agents, and employees against any and all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of a party, or that party's officers, agents and employees, and that party's subcontractors and their employees and agents, in performance of this contract, 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. 1, and attached herewith.
6. 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:

Office of Inspector General (OIG) <https://oig.hhs.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 third party claims arising from the actions of that party's officer, employees, and agents.

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.

When the parties share supervision and control over a project, each party shall be liable for third party claims arising from the actions of its officers, employees, and agents.

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 Upkeys, Lieutenant

IN WITNESS WHEREOF, the undersigned parties have agreed to the terms and provisions stated in this Agreement.

CONTRACTOR

Signature

Date

Title

Address

Phone

Fax

Email


Greg Hansen

Administrator

8-12-19
Date


Noelle Carroll, Health Services Director

Date


Kerry Hammerschmith LCSW, MAC

Digitally signed by Kerry Hammerschmith LCSW, MAC
Date: 2019.07.25 11:25:45 -07'00'


Kerry Hammerschmith, Program Manager

Date

APPROVED AS TO FORM:


Morgan Smith, Polk County Legal Counsel

Date


Jeff Brown, Polk County Contracts


July 24, 2019

Date

POLK COUNTY BOARD OF COMMISSIONERS:


Commissioner

Absent
Commissioner


Commissioner

7-31-19
Date

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.