

# Contract Review Sheet

**HE-2430-18 (4)**

 Contract for Services #: HE-2430-18 Amendment #: 4

 Contact: Meuy Saechao Department: Health and Human Services

 Phone #: (503) 584-4897 Date Sent: Wednesday, September 13, 2023

 Title: Mental Health Screening

 Contractor's Name: Salem Health

 Term - Date From: September 1, 2018 Expires: August 31, 2024

 Original Contract Amount: \$200,000.00 Previous Amendments Amount: \$0.00

 Current Amendment: \$100,000.00 New Contract Total: \$300,000.00 Amd% 50%
 Incoming Funds   
  Federal Funds   
  Reinstatement   
  Retroactive   
  Amendment greater than 25%

 Source Selection Method: 50-0160 Health Provider Contracts

### Description of Services or Grant Award

Salem Health contracts with the Marion County Health & Human Services - Psychiatric Crisis Center (PCC) to provide 24/7 mental health screening services at the hospital's Emergency Department.

Amend Four-Add Funds \$100,000.00 and extends term to August 31, 2024.

 Desired BOC Session Date: 10/4/2023 BOC Planning Date: 9/21/2023

 Files submitted in CMS: 9/13/2023 Printed packet & copies due in Finance: 9/19/2023

 BOC Session Presenter(s) Ann-Marie Bandfield

### FOR FINANCE USE

 Date Finance Received: 9/13/2023 Date Legal Received: \_\_\_\_\_

 Comments: Y 78

### REQUIRED APPROVALS

DocuSigned by:  <small>90EC84E244DF43D...</small>	<u>9/13/2023</u> Date	
Finance - Contracts		

DocuSigned by:  <small>58191FB1DB94499...</small>	<u>9/18/2023</u> Date	
Contract Specialist		

DocuSigned by:  <small>D0CFC5B04B9F483...</small>	<u>9/15/2023</u> Date	
Legal Counsel		

DocuSigned by:  <small>DC18351248DE4EC...</small>	<u>9/18/2023</u> Date	
Chief Administrative Officer		



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 4, 2023

Department: Health & Human Services Agenda Planning Date: Sept 21, 2023 Time required: 10

Audio/Visual aids

Contact: Meuy Saechao Phone: 503-584-4897

Department Head Signature: Ryan Matthews

TITLE HE-2430-18 Salem Health-Mental Health Screening

Issue, Description & Background Salem Health contracts with the Marion County Health & Human Services Psychiatric Crisis Center (PCC) to provide 24/7 mental health screening services at the hospital's Emergency Department. Amend Four-Add Funds \$100,000.00 and extend term to August 31, 2024. The total amount not exceed the contract amount \$300,000.00

Financial Impacts: The total amount not exceed the contract amount \$300,000.00

Impacts to Department & External Agencies Health & Human Services anticipates no financial impact to other departments.

Options for Consideration: 1. Approve 2. Deny approval 3. Take no action at this time.

Recommendation: Health and Human Services Department recommends approval of HE-2430-18 Salem Health-Mental Health Screening

List of attachments: HE-2430-18 Salem Health-Mental Health Screening and Amendments

Presenter: Ann-Marie Bandfield

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Meuy Saechao; msaechao@co.marion.or.us

## REQUEST FOR AUTHORIZATION OF CONTRACT HE-2430-18

**Date:** September 6, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Meuy Saechao

### I. **Subject:** Reinstatement

The Marion County Health and Human Services (MCHHS) is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Salem Health for Mental Health Screening with a value of \$300,000.00 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 8/31/2024.

#### A. BACKGROUND

Salem Health contracts with MCHHS-Psychiatric Crisis Center (PCC) to provide services in mental health screening 24 hours a day, 7 days a week in the hospital. The initial agreement was projected for \$100,000.00 for two years contract. Amendment One, add funds of \$100,000.00 and extend another year of the agreement. Amendment Two and Three, both parties agree to extend the term of the agreement to continue to provide services in the Salem Health Emergency Department. Current amendment, both MCHHS and Salem Health would like to continue the partnership and have agreed to extend the projected to ensure that MCHHS can continue to provide the assessment as agreed under this contract.

#### B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

MCHHS received an amendment from Salem Health to edit the agreement under section 8 and 9 and was submitted in CMS on August 8, 2023. Contract Finance reviewed and approved the amendment on August 10, 2023. MCHHS communicated the changes to Salem Health. This agreement is within the requirements of the reinstatement.

### II. **Subject:** Amendment Exceeds 25%

**DIPS CODE:** 190-25-21-215-2360-347403-000000-000

**Budget Authority:**  Yes  No

**CIP:** N/A

The Marion County Health and Human Services (MCHHS) is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Salem Health for Mental Health Screening with a value of \$200,000.00 and an additional \$100,000.00 will be added to the contract for a new contract total of \$300,000.00 upon approval.

A. BACKGROUND

Salem Health contracts with MCHHS-Psychiatric Crisis Center (PCC) to provide services in mental health screening 24 hours a day, 7 days a week in the hospital. The initial agreement was projected for \$100,000.00 for two years contract. Amendment One, add funds of \$100,000.00 and extend another year of the agreement. Amendment Two and Three, both parties agree to extend the term of the agreement to continue to provide services in the Salem Health Emergency Department.

B. CURRENT AMENDMENT PURPOSE

MCHHS and Salem Health would like to continue the partnership and have agreed to extend the term of the agreement to ensure that MCHHS-PCC can continue to provide the assessments under this contract. The additional funds added to this agreement are incoming funds to MCHHS-PCC.

C. JUSTIFICATION

For small and intermediate procurements, indicate why the contract was not re-solicited:

This agreement was not solicited as it is under the 50-0160 Health Provider Contracts under Marion County Public Contracting Rules.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget?  Yes  No
2. If yes, amount \$300,000.00 Program / Account 190-25-21-215-2360-347403-000000-000
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
  - a. Amount: \$ \_\_\_\_\_
  - b. Managed with anticipated savings– explain why and from what costing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - c. Will require a supplemental budget request – provide the expected funding source and costing:
    - i. Funding Source: \_\_\_\_\_
    - ii. Costing: \_\_\_\_\_

Submitted by:

DocuSigned by:  
*Meuy Saechao*  
58191FB1DB94499...  
Meuy Saechao  
Health and Human Services

Reviewed by:

DocuSigned by:  
*J.P. White*  
90EC84E244DF43D...  
Contracts & Procurement

Acknowledged by:

DocuSigned by:  
*Ryan Matthews*  
7D28A787856F458...  
Department Head

Acknowledged by:

DocuSigned by:  
*Jan Fritz*  
DC18351248DE4EC...  
Jan Fritz, CAO

**AMENDMENT NO. 4**  
**to the**  
**CONTRACT FOR SERVICES HE-2430-18**

**THIS** Amendment No. 4 (“Amendment”), effective as of the last signature date below, amends the Contract for Services (as amended from time to time, the “Contract”) dated January 4, 2019, by and between **Salem Health**, an Oregon non-profit corporation organized and existing pursuant to the laws of the State of Oregon and exempt from taxation pursuant to Sections 501(c)(3) and 509 of the Internal Revenue Code of 1986, as amended (the “Hospital”) and **Marion County**, a political subdivision of the State of Oregon, on behalf of the Health & Human Services Department Psychiatric Crisis Center (the “County”). Hospital and County are collectively referred to as the “Parties”.

Both Parties agree to amend the Agreement with the following changes:

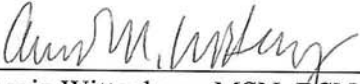
1. Term: Contract is extended one (1) additional year to August 31, 2024.
2. Funding. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$300,000.
3. Exhibit A- Mental Health Screening Work Scope: Under Salem Health’s Work Scope, paragraphs 8 and 9 will be deleted in their entirety and replaced with the following updated language with changes in italics:
  8. (i) Salem Health Mental Health Evaluators will follow the *CCO* expectations for authorization for hospitalization for *Oregon Health Plan* clients.
  - (ii) Salem Health mental health evaluators will follow *Marion County PCC* expectations for authorization for hospitalization of *indigent Marion County clients*:
    - a. Monday through Friday 0800 to 2300 contact PCC supervisor at 503-585-4949
    - b. After hours contact the on-call supervisor at PCC, 503-585-4949
9. Salem Health shall provide PCC, as *CCO members designee*, with EPIC Read Only access for retrieval of the mental health evaluation of patients known to be *CCO members*, *within CCO timelines*.

Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. If there is any conflict with the terms and conditions of the original Agreement, this Amendment will prevail as it relates to the specific items contained herein.

*[This space intentionally left blank. Signatures on following page]*

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment as of the last signature date below.

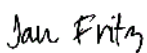
**SALEM HEALTH**


  
\_\_\_\_\_  
Amie Wittenberg, MSN, BSN, NE-BC  
Vice President of Clinical Operations

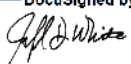
8/24/23  
\_\_\_\_\_  
Date

**MARION COUNTY**

DocuSigned by:  
 9/13/2023  
7D28A787856F458...

DocuSigned by: Director or designee Date  
 9/18/2023  
DC18351248DE4EC...

DocuSigned by: ative Officer Date  
 9/15/2023  
D0CF5B04B9F483...

DocuSigned by: Legal Counsel Date  
 9/13/2023  
90EC84E244DF43D...

Marion Co. Contract & Procurement Date

**SIGNATURE PAGE FOR  
MENTAL HEALTH SCREENING - HE-2430-18  
between  
MARION COUNTY and SALEM HEALTH**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair Date

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Commissioner Date

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Commissioner Date





**AMENDMENT 3 to HE-2430-18  
the CONTRACT FOR SERVICES  
between  
MARION COUNTY and SALEM HEALTH**

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated September 1, 2018 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Salem Health, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

Effective retroactive to September 1, 2018 through August 31, 2023 [2022], with options to renew [an option for two (2) one year Agreement renewals]; Hospital shall pay County as follows; a flat rate \$100 fee per assessment for Emergency Department (ED) screening services for mental health patients at Hospital.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES:**

Authorized Signature:	<small>DocuSigned by:</small>  <small>7D28A787656F458...</small>	9/1/2022
	Department Director or designee	Date
Authorized Signature:	<small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small>	9/1/2022
	Chief Administrative Officer	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>D0CFC5B04B9F483...</small>	9/1/2022
	Marion County Legal Counsel	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>E4592AF8CAA542C...</small>	9/1/2022
	Marion County Contracts & Procurement	Date

**SALEM HEALTH SIGNATURE**

Authorized Signature:		08/22/2022
		Date
Title:	Vice President Emergency Department, Psychiatry and Clinical Support Services	



**AMENDMENT NO. 2**  
to the  
**CONTRACT FOR SERVICES HE-2430-18**  
Between  
**MARION COUNTY and SALEM HEALTH**

**THIS** Amendment No. 2 (“Amendment”), effective as of the last signature date below, amends the Contract for Services (as amended from time to time, the “Contract”) dated January 4, 2019, by and between **Salem Health**, an Oregon non-profit corporation organized and existing pursuant to the law of the State of Oregon and exempt from taxation pursuant to Sections 501(c)(3) and 509 of the Internal Revenue Code of 1986, as amended (the “Hospital”) and **Marion County**, a political subdivision of the State of Oregon, on behalf of the Health & Human Services Department Psychiatric Crisis Center, (the “County”). Hospital and County are collectively referred to as the “Parties”.

The Parties agree to amend the Agreement with the following changes:

1. **Term:** Contract is extended one (1) additional year to August 31, 2022.
2. **Section 19(a):** Delete and replace this section with the following language with changes in italics:
  - a. Patient type (*PacificSource, CCO, Marion County Indigent*), Medicare/Medicaid (*open card and any enrolled OHP patient*) and hospital hold;
3. **Section 19(e):** Delete last two sentences in this section and replace with the following updated language with changes in italics:
  - e. .... PCC maintains the equipment required to make the data entry into the *COMPASS System (CS-ACR)* for the Oregon Health Authority. PMC does not have the required equipment for the data *entry in COMPASS System*.
4. **Exhibit A – Marion County Health & Humans Services Department (County) Section – Paragraph 8:** Delete the first sentence and replace with the following language with changes in italics:
  8. PCC will distribute *PacificSource CCO* evaluations performed by Salem Health screeners to the appropriate outpatient provider.
5. **Exhibit A – Salem Health Section – Paragraph 8:** Delete the first sentence and replace with the following language, changes in italics:
  8. Salem Health Mental Health Evaluators will follow *the expectations* for authorization for hospitalization for *Marion County indigent clients*.
6. **Exhibit A – Salem Health Section – Paragraph 9:** Delete this section in its entirety and replace with the following, changes in italics:


Salem Health shall provide *PCC with Epic Read Only access* for retrieval of the mental health evaluation of patients known to be *Marion County indigent*.

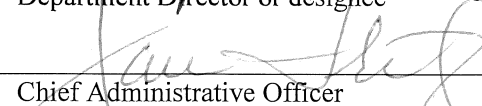
7. **Attachment 3 – Crisis Respite:** Delete last sentence and replace with the following, changes in italics:  
 ....Must be either OHP or Indigent and a resident of *Marion County* (see Bridgeway referral).


Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. If there is any conflict with the terms and conditions of the original Agreement, this Amendment will prevail as it relates to the specific items contained herein.

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Amendment as of the last signature date below.

**MARION COUNTY SIGNATURE**

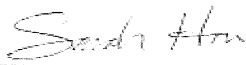
Authorized Signature:  Acting in Capacity 8-18-2021  
 Department Director or designee Date

Authorized Signature:  8/20/2021  
 Chief Administrative Officer Date

Reviewed by Signature:  8/19/21  
 Marion County Legal Counsel Date

Reviewed by Signature:  8-19-21  
 Marion County Contracts & Procurement Date

**SALEM HEALTH SIGNATURE**

Authorized Signature:  8/18/2021  
 Date

Title: Sarah Horn, Chief Nursing Officer



AMENDMENT #1 to the  
CONTRACT FOR SERVICES HE-2430-18  
between  
MARION COUNTY and SALEM HEALTH

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated January 4, 2020 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Salem Health, hereafter called Hospital.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. **TERM.** This Contract expires on [August 31, 2020] August 31, 2021.

2. **CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[100,000.00]. \$200,000.00

**EXHIBIT A  
STATEMENT OF WORK**

2. **COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$[100,000.00] \$200,000.00.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURE**

**BOARD OF COMMISSIONERS:**

Colin Lillis 8/19/2020  
Chair Date

David A. Burt 8-19-20  
Commissioner Date

Kim Cannon 8.19.2020  
Commissioner Date

Authorized Signature: [Signature] 8/6/20  
Ryan Matthews, Interim Administrator Date

Authorized Signature: Cydney Nestor 8/5/20  
Cydney Nestor, Division Director Date

Authorized Signature: [Signature] Date: 8/13/2020  
Chief Administrative Officer

Reviewed by Signature: [Signature] Date: 8/7/20  
Marion County Legal Counsel

Reviewed by Signature: [Signature] Date: Aug 7, 2020  
Marion County Contracts & Procurement

**SALEM HEALTH SIGNATURE:**

Authorized Signature: [Signature] Date: 8/5/2020

Title: CNO

SERVICES AGREEMENT #HE-2430-18  
Mental Health Screening

THIS AGREEMENT is entered into this 4<sup>th</sup> day of January 2019 by and between Marion County, a political subdivision of the State of Oregon, on behalf of the Health & Human Services Department Psychiatric Crisis Center, hereinafter called COUNTY, and SALEM HEALTH, hereafter called HOSPITAL, Collectively referred to as the "Parties."

The Parties agree to the provisions of **EXHIBIT A** Mental Health Screening, which are incorporated by reference:

Effective retroactive to September 1, 2018 through August 31, 2020, with an option for two (2) one year Agreement renewals; Hospital shall pay County as follows; a flat rate \$100 fee per assessment for Emergency Department (ED) screening services for mental health patients at Hospital. Each assessment to include (but not limited to) an interview w/ the patient, review of the patient's medical record, communication with ED and ancillary staff to meet patient's needs, communication with patient's established provider (if appropriate), documentation of the assessment, and a follow-up with community provider and/or connection with/to community resources. The anticipated funding over the initial term is up to \$100,000.

These payment amounts will be reviewed at three-month (quarterly) intervals, and adjusted as necessary by mutual acceptance of County and Hospital, taking into account the expense of Hospital of purchasing those services and the volume, and time and cost required by the County to provide the services. Any adjustments to the payment amounts will be made in writing, signed by the Parties and made as an addendum to this agreement. County agrees to submit a monthly invoice in a format acceptable by the Parties that include detail information so as to ascertain services rendered. Invoices will be sent to the Hospital attention Accounts Payable. Hospital shall process County's payment within fifteen (15) business days upon receipt of County's invoice.

1. INDEMNIFICATION: The Hospital shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of the Hospital, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, as amended, and the Oregon Constitution, Article XI, Section 7, the County shall defend, indemnify, and hold harmless the Hospital, its officers, agents, and employees from damages arising out of the tortious acts of the County, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

2. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, as amended, each party shall 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.
3. INSURANCE: Each party shall maintain either through self-insurance or commercial insurance, general liability insurance, property damage insurance, and medical/professional malpractice if applicable, covering its activities and operations under this Agreement.

WORKERS' COMPENSATION: Each party shall comply with ORS 656 for all employees who work in the State of Oregon. 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.

4. **INDEPENDENT CONTRACTOR:** The parties acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee or agent of the other party as those terms are used in ORS 30.265 or otherwise.
5. **AVAILABILITY OF FUNDS:** This agreement is dependent upon availability of funding.
6. **CIVIL RIGHTS:** The parties shall comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.
7. **TERMINATION:** This contract may be terminated with or without cause with 30 day's written notice by either party and to be delivered by certified mail. Hospital shall pay County for all services rendered through the termination date. County shall submit its final invoice within fifteen (15) business days after termination. Hospital shall process and pay any of County's outstanding invoices within thirty business days after termination of the Agreement.
8. The **BUSINESS ASSOCIATE CONTRACT PROVISIONS** required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as **ADDENDUM #1** to this contract and are incorporated herein.
9. **LAW:** County will maintain current knowledge of and comply with all standard policies and procedures set by the Hospital and all regulatory standards including The Joint Commission, Medicare Conditions of Participation, Local, State and Federal laws, rules, regulations and ordinances. County represents and warrants that neither County, its Board, officers, agents, employees, nor subcontractors are on the Office of Inspector General Exclusion List.
10. **REGULATION:** Hospital services that are provided by the County are in compliance with the Medicare Conditions of participation and according to acceptable standards of practice. Compliance with applicable CoPs will be assessed through quality indicators located in Attachment 2.
11. **CONFIDENTIAL RECORDS:** The County shall keep confidential all patient records and Hospital information and shall not disclose any information concerning services performed at Hospital other than authorized members of the Medical Staff and its representatives, licensing boards, the Joint Commission (TJC), third party payers without written consent of the other party or duly authorized court orders or proceedings.
12. **CONFIDENTIALITY OF INFORMATION:** If and to the extent, and so long as, required by the provisions of 42 U. S. C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and regulations promulgated there under, but not otherwise, County does hereby assure Hospital that County will appropriately safeguard protected health information made available to or obtained by County. In implementation of such assurance and without limiting the obligations of County otherwise set forth in this Agreement or imposed by applicable law, County hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity County performs on behalf of Hospital, to the extent County would be required to comply with such requirements. County shall ensure that its personnel, employees, affiliates, and

agents maintain the confidentiality of patient health information and business information of the Hospital.

13. FALSE CLAIMS, FRAUD, WASTE, & ABUSE: Contractor shall cooperate with and participate in activities to implement and enforce the County's policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Contractor 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. Contractor 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. Contractor is 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. Contractor is required to check the following databases for excluded individuals and entities:  
Excluded Parties List System (EPLS) [www.sam.gov](http://www.sam.gov)

14. ACCESS TO BOOKS, RECORDS AND DOCUMENTS:

- a. To the extent that the services provided are deemed by the Secretary of the federal Department of Health and Human Services ("HHS"), the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of 42 U.S.C. 1395x(v)(1)(I), the parties, until the expiration of four (4) years subsequent to the furnishing of services, shall make available, upon written request of the Secretary, or of the Comptroller General, or any of their duly authorized representatives, this Agreement, the books, documents and records of the parties that are necessary to certify the nature and extent of the charges to Hospital patients.
- b. If any party carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization (as that term is defined with regard to a provider in 42 CFR Section 405.427(b)), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available, to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
- c. To the extent that this provision varies from any provision required by final regulation issued under authority of 42 U.S.C. 1395x(v)(1)(I), the provisions of said regulation, 42 CFR Part 320, shall be deemed by the parties to supersede this provision and be made a part hereof by reference.

15. NOTICES: Notices shall be sent via certified mail to the other party at the following offices:

Marion County Contact:  
Marion County Health & Human Services Dept.  
Attn: Ann-Marie Bandfield  
3180 Center Street, NE Ste 2100  
Salem, OR 97301  
[ambandfield@co.marion.or.us](mailto:ambandfield@co.marion.or.us)

Copies to:  
Marion County Health & Human Services Dept.  
Attn: Behavioral Health Division Director  
3180 Center Street, NE Ste 2100  
Salem, OR 97301

Salem Health Contact  
Salem Health  
Attn: Sarah Horn MBA, BSN, RN, NE-  
BC, RNC-NIC, Chief Nursing Officer  
Building B-2S  
890 Oak St. SE  
Salem, OR 97301  
[sarah.horn@salemhealth.org](mailto:sarah.horn@salemhealth.org)



Marion County Health & Human Services Dept.  
Attn: Linda Wilson, Sr. Contract Specialist  
3180 Center Street. NE Ste 2100  
Salem, OR 97301  
lwilson@co.marion.or.us

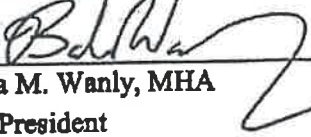
Copy to:  
General Counsel  
Salem Health  
890 Oak St. SE, Building B-2S  
Salem, OR, 97301  
john.bauer@salemhealth.org

Notices and other communications shall be deemed sufficiently given or received for all proposes at such time as they are delivered to the addressee.

16. All Attachments, Exhibits and Addendums identified in this agreement are hereto attached and incorporated into the agreement by this reference.
17. This agreement replaces all other agreements, written or oral, between the parties with respect to the subject matter covered in this Agreement. No waiver, consent, modification or change from terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent or modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. The parties, by the signature of their authorized representatives hereby acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.
18. Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party without the prior written consent from each party.
19. In accordance with reporting requirement of the Oregon Health Authority, as described in Agreement Number 148090-Shared Service/Information Security and Privacy Office, the Psychiatric Medicine Center (PMC) will provide required data regarding the following:
  - a. Patient type (MVBCN, Indigent BCN), Medicare/Medicaid (open card, non-MVBCN CCO and Indigent) and hospital hold;
  - b. Admission information including date & time of admission, legal status, living arrangement code, referral code, current Mental Health Treatment Provider(s) and Presenting Danger;
  - c. Admission Diagnosis;
  - d. Discharge information including date and time, living arrangement code, referral-to code, and follow up providers (designate type of mental health follow-up), discharge reason code; and
  - e. Discharge -diagnosis wherein the Admission/Discharge Data Worksheet will be completed by the Discharge Coordinator/Operations Specialist III at PMC and transferred to the Psychiatric Crisis Center (PCC) data entry designee for Marion County for which a Business Associate Agreement is in place. PCC maintains the equipment required to make the data entry into the Oregon Patient and Resident Care System (OPRCS) for the Oregon Health Authority. PMC does not have the required equipment for the data entry in OPRCS. HOSPITAL
20. **GOVERNING LAW AND VENUE.** This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

21. **CERTIFICATIONS AND SIGNATURE.** THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF the parties. The undersigned certifies under penalty of perjury both individually and on behalf of the Parties is a duly authorized representative of Parties, has been authorized by to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of the Parties.

**SALEM HEALTH SIGNATURE**

  
Bahaa M. Wanly, MHA  
Vice President

Date

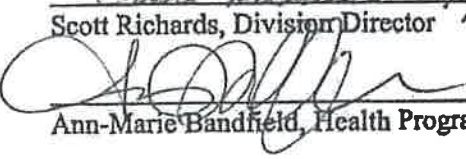
**MARION COUNTY SIGNATURE**

  
Cary Moller, Administrator

12/28/18  
Date


  
Scott Richards, Division Director

12/24/18  
Date

  
Ann-Marie Bandfield, Health Program Mgr.


12/21/18  
Date

**FUND VERIFICATION**

  
Jeremiah Elliott, Sr. Admin Svcs. Mgr.

12/21/18  
Date

**APPROVED AS TO FORM:**

  
Marion County Legal Counsel

1/3/19  
Date

  
Marion County Contracts & Procurement

1/2/19  
Date

  
Chief Administrative Officer

01/04/19  
Date

EXHIBIT A  
Mental Health Screening  
Work Scope

MARION COUNTY HEALTH & HUMAN SERVICES DEPARTMENT (COUNTY)

1. Mental health screening services will be provided to Salem Health in the Emergency Department (ED) upon request and when a PCC screener is available. If a PCC screener agrees to the screening request, they will be on site at the hospital within one (1) hour between the hours of 2000 and 0800. Screenings outside of the 2000 and 0800 time frame will be considered in the event that the ED is limited to 0-1 MHE staff and 4 or more patients are waiting, if PCC staff are available.
2. Mental health screening will be provided by Qualified Mental Health Professionals who are credentialed by “Marion County health Department Policy 500.9: Clinical Credentialing Behavioral Health Services” as described in **ATTACHMENT 1** and compliant with related Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR).
3. Coordination of care assistance with crisis respite, diversion services at PCC, ED Diversion, caring contacts and mental health community services will be accepted from Salem Health, the Salem Police Department, and other sources.
4. County will maintain current knowledge of and comply with all applicable regulatory standards pertaining to staff competence and personnel record-keeping, including proper education and training in the management of aggressive behavior(s). County staff will receive CPI training within six (6) months of hire.
5. County will make available records verifying initial and ongoing competence of staff upon request. The competencies evaluation is reviewed by Salem Health MHE Supervisor and records are kept on file in the Staffing Office at Salem Health.
6. County supervises the service as follows: A clinical supervisor is housed at the Psychiatric Crisis Service and is responsible for the work performed by County staff at Salem Health. A clinical supervisor is also available on-call to these staff 24 hours a day, 7 days a week. See **ATTACHMENT 2: Section IV Staff Supervision /Training**.
7. **QUALITY INDICATORS:** County’s method of competency measurement see **ATTACHMENT 2: Psychiatric Crisis Center Quality Indicators for PCC staff providing mental health services at Salem Health: Initial Credentialing, Response Time\*** (Salem Health ED has a sign in log to validate response times), Communication and Documentation, Staff Supervision and Training, Chart Review, Staff Appearance/Behavior, Partner Satisfaction, and Complaints/Concerns.
8. PCC will distribute Mid-Valley Behavioral Care Network (MVBCN) evaluations performed by Salem Health screeners to the appropriate outpatient provider. PCC will maintain Epic access to facilitate effective patient handoff.

## SALEM HEALTH

1. All patients presenting in the Salem Health Emergency Department, including those with mental health needs, will receive a medical screening evaluation by a registered nurse.
2. When medically appropriate, all patients will be evaluated and treated by a physician within the Hospital.
3. The hospital will bill patients for all services provided within its premises, including the use of Hospital facilities, physician services, and mental health screenings evaluations by County personnel.
4. Data reflecting mental health screenings completed by County personnel within the Hospital will be kept by both parties and reported monthly.
5. The Hospital will communicate with County and will send in writing to the County's authorized recipient within forty-eight (48) hours of the injury, all information received by Hospital regarding any work-related injury to the County's Staff providing services under this Agreement.
6. The Hospital Federal False Claims Act Education information for County's employees providing services under this Agreement is attached as **ATTACHMENT 4**.
7. Salem Health will provide PCC with the original "Notice of mental illness Emergency Hospitalization by a Physician" initiated by Salem Hospital ED for daily pickup by PCC staff.
8. Salem Health Mental health Evaluators will follow the MVBCN expectations for authorization for hospitalization for Oregon Health Plan and indigent clients:
  - a. Monday through Friday 0800 to 2300 contact PCC supervisor at 503-585-4949.
  - b. After hours contact the on-call supervisor at PCC 503-585-4949.
9. Salem Health shall provide PCC, as the MVBCN designee, with Epic Read Only access for retrieval of the mental health evaluation of patients known to be MVBCN members, within MVBCN time lines.
10. Salem Health shall assist County in care coordination and connecting patient to/with available County resources as agreed to by both parties.
11. When referring to the Diversion resources at PCC, the mental Health Evaluators will use the criteria given in **ATTACHMENT 3**: "Making Referrals to the Diversion Programs through the Marion County Psychiatric Crisis Center." Crisis Respite, Crisis Prescriber Appointments, BRES referrals, and Bridgeway dual diagnosis beds. This will also include the use of Crisis Associates to support crisis clients.

**ATTACHMENT 1**

**Marion County Policy 500.9  
Clinical Credentialing Behavioral Health Services**

# MARION COUNTY

No: 278  
506.9

Area: Personnel

## Health Department

Created:  
Revised: 10/12/10

Subject:  
Clinical Credentialing  
Behavioral Health Services

Revised By:  
Scott Richards, Kari Finney

Approved By:  
*Roderick P. Gelman*  
Date:  
10-13-10

### PURPOSE:

The purpose of Clinical Credentialing within Behavioral Health Services is to thoroughly assess the training, experience and education of each staff person, prior to providing services to clients in behavioral health programs and to determine that each staff person meets or exceeds the clinical standards for:

- 1) Peer Support Specialist, Qualified Mental Health Professional (QMHP), Qualified Mental Health Associate (QMHA), or Licensed Medical Professional (LMP) as described in Oregon Administrative Rules (OAR).

OR

- 2) Pending CADC, CADC I, CADC II, or CADC III as defined by the Addiction Counselor Certification Board of Oregon (ACCBO).

### POLICY:

It is the policy of Marion County Health Department that behavioral health care is delivered by professional staff with high clinical standards. Assurance of delivery of quality care will be maintained through careful review of an individual's qualifications including education, training, and experience in the behavioral health field. The provisions described in the OAR and/or confirmation of pending CADC status or an active CADC will be the acceptable qualifications used in assessing and determining staff credentialing for the delivery and billing of behavioral health services. Initial determination of credentialing status will be completed prior to hiring, promoting, and/or reassigning direct service staff.

### PROCEDURE:

1. When applying for regular or temporary positions that require credentialing, applicants will be required to submit a Credentialing Determination Request form and a copy of applicable transcripts, license, and/or certification with their application. Contractor's licenses and/or certifications will be verified by Health Department contract staff prior to the execution of the contract.
2. Prior to making a job offer, the supervisor will review the "Credentialing Determination Request" form and transcripts. If a license or certification is used as proof of meeting credentialing requirements, the supervisor or designee will verify the license or certification through the licensing body's website. A copy of the verification page and a copy of the certification or license will be attached to the Credentialing Determination Request form. The supervisor will also determine that the applicant can demonstrate the necessary competencies. Competencies will be determined through the use of approved practical exams, interview questions and/or reference checks.

3. The "Credentialing Determination Request" form, transcripts and/or copy of certification or license verification page, practical exam and references documenting competencies will be submitted with new hire paperwork.
4. If transcripts are used for proof of the education requirement for credentialing, the supervisor will inform the new hire that they must submit official transcript to Administration within thirty days from their date of hire. The offer letter will also state that continued employment is contingent upon receiving official transcripts and a final approval of credentialing status.
5. Final determination and approval of credentialing will be the responsibility of the Health Department Administrator or designee.
6. When the Administrator or designee has made final approval of credentialing, the staff person and their supervisor will receive credentialing verification that indicates the approved credential and the provider number assigned to the employee for billing of behavioral health services.
7. Staff that are credentialed based on license and/or certification must maintain current licensure and/or certification. If circumstances arise that a valid license or certification cannot be maintained, staff must notify their supervisor within 5 business days prior to the license or certification expiration date.
8. Documentation of all credentialing determinations and verifications will be retained in Health Department Administration personnel files and made available to supervisors, employees, representatives from the Office of Mental Health and Addictive Services (OMHAS), representatives from the Mid-Valley Behavioral Care Network, and other approved payers upon request.

#### **CREDENTIALING QUALIFICATIONS:**

To provide direct behavioral health services, an individual must meet the qualifications in one of the credential classifications described below:

##### **A. Peer Support Specialist**

An individual must meet the following minimum qualifications to be credentialed as a Peer Support Specialist:

"Peer Support Specialist" means a person providing peer delivered services to an individual or family member with similar life experience, under the supervision of a qualified Clinical Supervisor.

(a) A Peer Support Specialist must complete an AMH approved training program;

**AND BE**

(b) A self-identified person currently or formerly receiving mental health services, or

(c) A self-identified person in recovery from a substance use disorder, who meets the abstinence requirements for recovering staff in alcohol and other drug treatment programs; or

(d) A family member of an individual who is a current or former recipient of addictions or mental health services.

AND

(c) Has the competencies necessary to:

(1) Demonstrate knowledge of approaches to support others in recovery and resiliency, and demonstrate efforts at self-directed recovery.

### B. Qualified Mental Health Associate

An individual must meet the following minimum qualifications to be credentialed as a Qualified Mental Health Associate (QMHA):

"Qualified Mental Health Associate" or "QMHA" means a person delivering services under the direct supervision of a Qualified Mental Health Professional (QMHP) and meeting the following minimum qualifications as documented by the provider:

(a) A bachelor's degree in a behavioral sciences field; or

(b) A combination of at least three years relevant work, education, training or experience;

AND

(c) Has the competencies necessary to:

(1) Demonstrate the ability to communicate effectively;

(2) Understand mental health assessment, treatment and service terminology and apply each of these concepts;

(3) Implement skills development strategies and identify, implement and coordinate the services and supports identified in an Individual Service and Support Plan (ISSP).

Credit will be given for education, training and experience using the following formulas:

**Coursework** Coursework in behavioral sciences, i.e., psychology, counseling  
13 credits = 1 year

**Training** Relevant training (verification required)  
450 hours = 1 yr.

**Experience** Relevant experience in behavioral health field (Experience working with individuals with Developmental Disabilities and in Alcohol & Drug field may count as half depending on actual work duties)  
2080 hours = 1 year



C. Qualified Mental Health Professional

An individual must meet the following minimum qualifications to be credentialed as a Qualified Mental Health Professional (QMHP):

"Qualified Mental Health Professional" or "QMHP" means a Licensed Medical Practitioner (LMP) or any other person meeting one or more of the following minimum qualifications as authorized by the LMEHA or designee:

- (a) Bachelor's degree in nursing and licensed by the State of Oregon;
- (b) Bachelor's degree in occupational therapy and licensed by the State of Oregon;
- (c) Graduate degree in psychology;
- (d) Graduate degree in social work;
- (e) Graduate degree in recreational, art, or music therapy; or
- (f) Graduate degree in a behavioral science field.

AND

(g) Has the competencies necessary to:

- (1) Demonstrates the ability to conduct an assessment, including identifying precipitating events, gathering histories of mental and physical health, alcohol and other drug use, past mental health services and criminal justice contacts, assessing family, cultural, social and work relationships, and conducting a mental status examination, complete a five-axis DSM diagnosis, write and supervise the implementation of an Individual Service and Support Plan (ISSP) and provide individual, family or group therapy within the scope of their training.

\*Marion County Health Department direct service personnel with QMHP status prior to April 2, 1996 who do not meet the revised QMHP criteria outlined in the revised OAR, Medicaid Payment for Rehabilitative Mental Health Services Rule, effective April 2, 1996, have been grandfathered under the current QMHP definitions. Individual variances may be granted by QMHTAS on a case-by-case basis.

C. Licensed Medical Practitioner

An individual must meet the following minimum qualifications to be credentialed as a Licensed Medical Practitioner (LMP):

"Licensed Medical Practitioner" or "LMP" means a person who meets the following minimum qualifications as documented by the Local Mental Health Authority (LMEHA) or designee:

- (a) Physician licensed to practice in the State of Oregon; or
- (b) Nurse Practitioner licensed to practice in the State of Oregon; or
- (c) Physician's Assistant licensed to practice in the State of Oregon

**AND**

- (d) Whose training, experience and competence demonstrate the ability to conduct a mental health assessment and provide medication management.
- (e) For ICTS and ITS providers, LMP means a board-certified or board-eligible child and adolescent psychiatrist licensed to practice in the State of Oregon.

**D. Pending CADC**

An individual must meet the following minimum qualifications to be credentialed as a Pending CADC:

- (a) Completion of all educational requirements for entry-level certification of a certifying body accepted by the state of Oregon (ACCBO, NAADAC or the Northwest Indian Alcohol and Drug Specialist Certification Board) at the time of hire.
- (b) At the time of hire, the supervisor will formulate a plan for the employee to complete the necessary contact and supervision hours to obtain certification within 6 months from the date of hire.
- (c) The employee will obtain CADC I within 1 year from date of hire.

**E. CADC I**

An individual must show proof of CADC I certification through the Addiction Counselor Certification Board of Oregon (ACCBO).

**F. CADC II**

An individual must show proof of CADC II certification through the Addiction Counselor Certification Board of Oregon (ACCBO).

**G. CADC III**

An individual must show proof of CADC III certification through the Addiction Counselor Certification Board of Oregon (ACCBO).

**SECOND YEAR MASTER'S INTERNS:**

Second year graduate students may work as a Qualified Mental Health Professional to provide services to MVBON clients under the following conditions:

- (1) The supervisor will submit the Credentialing for Adjunct Service Provider form and a copy of the intern's official transcripts to Administration. The Administrator of the Health Department must approve credentialing prior to the intern beginning their internship.

- (2) The supervisor will provide the student with a copy of the Essential Job Functions for the intern position that defines the scope of practice.
- (3) A Clinical Supervisor will be assigned. "Clinical Supervisor" is defined by OAR (QMHP with a Master's degree and at least two years post-graduate clinical experience in a mental health treatment setting). The Clinical Supervisor oversees and evaluates the outpatient mental health treatment services provided by a QMHP.
- (4) A contract with the school, defining responsibilities of agency, student, and school must be in place prior to the student beginning their internship.
- (5) An educational agreement between the agency Clinical Supervisor and student will be created, including a plan for direct, weekly supervision. The QMHP Clinical Supervisor will keep documentation regarding weekly clinical supervision meetings.
- (6) The QMHP clinical supervisor will review and sign off on all Mental Health Assessments and Treatment Plans developed by the intern, providing feedback and support as needed.
- (7) Intern Scope of Practice includes: Mental Health Assessment and Treatment Planning under close supervision; Individual, family and group counseling; Case Coordination, Attendance at Treatment Team meetings; and documentation of clinical activities (i.e. MHA's, progress notes, etc).

Second-year graduate students may be granted QMHP status for up to one year and may deliver and bill for services per MVBCN guidelines.

**MARION COUNTY HEALTH DEPARTMENT  
ALCOHOL & DRUG TREATMENT SERVICES**

Pending CADC : CADC I; CADC II; CADC III Credentialing Determination Request

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position Applying For: \_\_\_\_\_

Credential Status Applying For:

Pending CADC       CADC I       CADC II       CADC III

Supervisor: \_\_\_\_\_

EDUCATION				
School	Major	Minor	Degree Earned	Date(s)

Certification / License	
<input type="checkbox"/> CADC # (attach copy of ACCSC certificate):	CADC Expiration Date:
<input type="checkbox"/> Pending CADC (attach copy of ACCSC certification application)	Date of Scheduled Exam:
<input type="checkbox"/> Other professional certification or license	Type:

ALCOHOL & DRUG EXPERIENCE - Paid and Volunteer			
Position/Title	Employer / Location	Start / End Dates	Hours Per Week

List your education, training, and experience that demonstrates your competencies in each of the areas identified in the credentialing status you are applying for:

Pending CADC: CADC I: CADC II: CADC III		
Skill Area	Education/Training	Experience
Individual assessments		
Individual, group, family and other counseling techniques		
Program policies and program delivery and documentation		
Identification, implementation and coordination of services identified to facilitate intended outcomes		

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

**Determination Findings:**

The applicant's education, training, and experience have been reviewed. Based on information and documentation obtained, the applicant is:

\_\_\_\_\_ Approved as:  Pending CADC  CADC I  CADC II  CADC III

\_\_\_\_\_ Denied

- Copy of ACCBO Certification application for Pending CADC attached
- Copy of applicable CADC certificate attached

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_

For Administrator Use: Provider #: _____
---

MARION COUNTY HEALTH DEPARTMENT

QMHP/QMHA/LMP Credentialing Determination Request

Name:		Date:	
Position Applying For:			
Credential Status Applying For:	<input checked="" type="checkbox"/> QMHA	<input type="checkbox"/> QMHP	<input type="checkbox"/> LMP
Supervisor:			

Attach all educational (including copies of degrees, licenses and transcripts), experience and training documentation that supports this request. For QMHA credentialing, if you do not hold a Bachelor's degree, please include verification of a combination of at least 3 years of work, education, training or experience in the behavioral science field.

EDUCATION				
School	Major	Minor	Degree Earned	Date(s)

LICENSES / CERTIFICATIONS		
Current	Type	Expiration Date
Yes <input type="checkbox"/> No <input type="checkbox"/>		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
Yes <input type="checkbox"/> No <input type="checkbox"/>		

MENTAL HEALTH EXPERIENCE - Paid and Volunteer			
Position/Title	Employer / Location	Start / End Dates	Hours Per Week

List your education, training, and experience that demonstrates your competencies in each of the areas identified in the credentialing status you are applying for:

QUALIFIED MENTAL HEALTH ASSOCIATE (QMHA)		
Skill Area	Education/Training	Experience
Effective communication		
Understanding of mental health assessment, treatment, and service terminology		
Skills development strategies		
Implementation and coordination of service and supports identified in an ISSP		

QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP)		
Skill Area	Education/Training	Experience
<p>Conducting a comprehensive mental health assessment including:</p> <ul style="list-style-type: none"> <li>• Identification of precipitating events</li> </ul> <p>Gathering Histories of:</p> <ul style="list-style-type: none"> <li>• Mental and physical health</li> <li>• Alcohol and drug use</li> <li>• Prior mental health services</li> <li>• Criminal justice contact</li> <li>• Assessing family, social, cultural and work relationships</li> <li>• Documenting a five-axis DSM diagnosis</li> </ul>		
Conducting a mental health status examination		
Writing, supervising and implementing an ISSP		

(Treatment Plan)		
Providing individual, family or group therapy within scope of training		

LICENSED MEDICAL PRACTITIONER (LMP)		
Skill Area	Education/Training	Experience
Conducting a comprehensive mental health assessment		
Providing medication management		

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Use Only

**Determination Findings:**

The applicant's education, training, and experience have been reviewed. Based on information and documentation obtained, the applicant's request for credentialing is:

- Approved (Check Status):
  - QMHA    QMHP    LMP
- Denied (Does Not Meet Criteria)

Copies of applicable licenses, degrees, transcripts, training documents, etc., attached

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

For Administration Use:  
Provider ID: \_\_\_\_\_



**MARION COUNTY HEALTH DEPARTMENT**

**QMHP/QMHA/LMP Credentialing Determination Request**

List your education, training, and experience that demonstrates your competencies in each of the areas identified in the credentialing states you are applying for.

<b>CLINICAL SUPERVISOR - QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP)</b>		
<b>Skill Area</b>	<b>Education/Training</b>	<b>Experience</b>
<b>Leadership:</b> <ul style="list-style-type: none"> <li>• Leadership competence</li> <li>• Oversight and evaluation of services</li> <li>• Staff development</li> <li>• Implementation of provider policies</li> </ul>		
<b>Clinical:</b> <ul style="list-style-type: none"> <li>• Wellness competence</li> <li>• ISSP planning</li> <li>• Case management/coordination experience</li> <li>• Utilization of community resources</li> <li>• Counseling experience</li> <li>• Documentation of services intended to promote intended outcomes</li> </ul>		

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Department Use Only**

**Determination Findings:**

The applicant's education, training, and experience have been reviewed. Based on information and documentation obtained, the applicant's request for credentialing is:

- Approved as QMHP - Clinical Supervisor
- Denied (Does Not Meet Criteria)
- Copies of applicable licenses, degrees, transcripts, training documents, etc. attached

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

For Administration Use  
Provider #: \_\_\_\_\_

MARION COUNTY HEALTH DEPARTMENT

QMHA/QMHP/LMP Credentialing Determination Request

List your education, training, and experience that demonstrates your competencies in each of the areas identified in the credentialing status you are applying for.

PROGRAM SUPERVISOR / DIVISION DIRECTOR - QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP)		
Skill Area	Education/ Training	Experience
<b>Personnel:</b> <ul style="list-style-type: none"> <li>• Program staff supervision</li> <li>• Personnel management</li> <li>• Employee performance assessment</li> </ul>		
<b>Program:</b> <ul style="list-style-type: none"> <li>• Leadership competence</li> <li>• Planning and budgeting</li> <li>• Fiscal management</li> <li>• Data collection and reporting</li> <li>• Program evaluation</li> <li>• Quality assurance</li> <li>• Developing community resources</li> </ul>		

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR DEPARTMENT USE ONLY

**Determination Findings:**

The applicant's education, training, and experience have been reviewed. Based on information and documentation obtained, the applicant's request for credentialing is:

- Approved as QMHP:  Program Supervisor  Division Director  
 Denied (Does Not Meet Criteria)

Copies of applicable licenses, degrees, transcripts, training documents, etc., attached

\_\_\_\_\_  
Supervisor Date

For Administration Use:  
Provider #: \_\_\_\_\_

## ATTACHMENT 2

### THE PSYCHIATRIC CRISIS CENTER Quality Indicators PCC Staff Providing Mental Health Services at Salem Health

#### I. Initial Credentialing:

1. Marion County application and interview.
2. Qualified Mental Health Professional (QMHP) credentialing form completed with at least two Reference Checks, assessing qualifications and QMHP competencies.
3. Official transcript record from Master's Program.
4. Criminal History Check, including Social Security Number verification and confirmation that QMHP is not on the Office of Inspector (OIG) Excluded Parties List.
5. HIPAA and Blood-borne Pathogen, Corporate Integrity and Federal False Claims Act training completed.
6. County Psychiatric Crisis Center (PCC) staff/Hospital social workers will use standard MHA tool agreed upon by both PCC and Hospital.
7. Completion of the following training:
  - i. Observe at least four screenings by credentialed staff.
  - ii. Complete at least two screenings with Marion County PCC credentialed staff observing and supervisor review of documentation, one of which occurs in the Emergency Department
  - iii. Hospital orientation, Emergency Department (ED) orientation and EPIC orientation to be completed with Emergency Department Supervisor prior to performing mental health evaluation services independently. See ATTACHMENT 5 as may be modified from time to time. Salem ED Mental Health supervisor will maintain a copy of the annual evaluation competency files.
8. County agrees to provide a statement that QMHPs performing evaluations at Hospital will have a negative result TB skin test as of County's initial hire date, and current immunization or titers for Rubella, Rubeola, Mumps, Chicken Pox. QMHPs shall have the Hepatitis B series or a declination form on file signed by the employee. County agrees to provide proof of annual flu immunization or signed declination. Upon proof of flu shot, Hospital MHE supervisor will attach the appropriate annual flu sticker to PCC staff ID badge, which will allow PCC screener's to enter patient areas without a mask during flu season. If a PCC screener signs a declination, that staff will be required to wear a mask whenever they are within 10 feet of any patient at Hospital.
9. County will provide evidence that QMHP providing services to Hospital have successfully passed a pre-employment drug screen.
10. County agrees to provide Hospital with Marion County initial credentialing documentation including
  - i. A signed initial Competency Documentation Form;
  - ii. A signed Salem Health Confidentiality Statement;
  - iii. A signed Salem Health Identification Badge Statement;
  - iv. A signed Salem Health Standards of Conduct Acknowledgement Form;
  - v. A signed Salem Health Safety Orientation Form.
11. Salem Health Mental Health Evaluation (MHE) Supervisor is notified of completion of training and competency validation on initial credentialing and annually thereafter. EPIC access, name badge and non-employee clinical orientation will be initiated by the ED Nursing Director or their designee. Hospital will maintain a list of active PCC screeners. PCC performed mental health evaluations will only be completed by active status screeners.
12. County assures that QMHP providing services understand their obligation to comply with all Hospital Policies & Procedures relating to the services being provided under this Agreement.

## **II. Response Time:**

1. Mental health screening services will be provided to Hospital in the Emergency Department (ED) upon request and when a PCC screener is available. If a PCC agrees to the screening request they will be on site at the hospital within one hour.

**Measurement:** Monthly chart reviews by PCC and Hospital MHE Supervisor.

## **III. Communication and Documentation:**

1. Staff responding to a request for a screening at the Emergency Department (“ED”) will report to Salem Health MHE and/or physician/charge RN upon arrival, and document arrival in EPIC progress notes.
2. PCC screeners will utilize SBAR (Situation; Background; Assessment; Recommendation) format communication to convey disposition recommendation and progress, or barriers to, discharge at two (2) hour intervals, or as agreed to by Hospital charge nurse or MHE (Mental Health Evaluation) for extended stays.
3. PCC screeners responding will complete a Hospital patient log specifying time of arrival, recommendations, and disposition in a format specified by Hospital.
4. PCC screeners will complete required Mental Health Evaluation documentation, and Progress Note specific to care provided, disposition, and plan of action if discharge is not completed. PCC screeners will complete all EPIC documentation required by Hospital prior to leaving the ED.
5. PCC screener is responsible for maintaining an active account in EPIC post Contractor Screener orientation process. Hospital Help Desk (1-HELP) may be utilized for assistance needed when logging on to EPIC in ED.
6. Documentation of Mental Health Evaluation services provided under this contract in the Hospital electronic medical record are the sole property of Hospital, and may not be disclosed or distributed except as specified in Exhibit A Mental Health Screening, Sections 7 & 9. PCC will be provided with access under supervision for audit purposes agreed between the Parties.
7. Documentation requirement may change at Hospital’s discretion with thirty (30) days’ notice.

## **IV. Staff Supervision/Training:**

1. A County Mental Health Supervisor will be available by telephone for consultations 24 hours a day, 7 days a week.
2. Every other monthly staff meeting will include at least ½ hour of training in assessment/crisis intervention issues.
3. Each QMHP will have scheduled supervision time at least quarterly and a yearly evaluation.

**Measurement:** Supervisor schedule, supervisor meetings to provide evidence of clinical progress.

## **V. Chart Review:**

PCC staff and hospital staff will conduct a review of a sampling of not less than 10 charts on a quarterly basis. These are charts of persons receiving an MHE by PCC staff.

**Measurement:** Quarterly review and report; Data elements as specified by Hospital.

## **VI. Staff Appearance/Behavior:**

Staff responding will adhere to Hospital behavioral expectations related to the Hospital Corporate Integrity and Standards of Conduct statement including, but not limited to, confidentiality, professional appearance, and acceptable standards of respect for patients, visitors, co-workers, physicians and supervisors. All staff must wear name badge visibly displayed at all times.

## **VII. Partner Satisfaction:**

Satisfaction with the work of the PCC at Hospital will be measured using feedback from the monthly chart audits with ED Mental Health Supervisor and PCC Supervisor, as reported to the Emergency Behavioral Health Committee, which includes member from the ED, PMC, as well as the Supervisor of

County PCC.

**Measurement:** Quarterly meeting minutes.

**VIII. Complaints/Concerns:**

1. Any complaints of concerns about PCC staff or their work will be communicated directly to the PCC Program Manager through ED Mental Health Supervisor or designee. A patient complaint will be investigated, consistent with the timelines noted in the Marion County Health & Human Services Department Consumer Complaint Policy #100.20 attached, and feedback given to Hospital administration including ED Mental Health Supervisor, PMC Nurse Manager, ED Nurse Manager, and other Hospital leadership as appropriate. Concerns about PCC staff will be reported to the PCC program Manager as soon as possible after any specific events. The ED Mental Health Supervisor or designee and PCC Program Supervisor or designee will identify measurable, corrective actions needed for improvement consistent with Hospital ED expectations.

2. Focused chart reviews will be conducted by leadership of both areas on cases where process concerns are identified through patient/family or physician complaints, or internal investigations.

**Measurement:** Written feedback from PCC supervisor, Action plans developed from chart reviews.

**ATTACHMENT 3**  
**Making Referrals to the Diversion Programs through the**  
**Marion County Psychiatric Crisis Center**

**Mental Health Crisis Prescriber at PCC:** Call to discuss with a QMHP before offering the service to a client.

Criteria:

- 1) Indigent with no other resources for mental health prescribing in the area,
- 2) In need of seeing a prescriber to address mental health issues,
- 3) Able to manage their issues until they can see the Crisis Prescriber,
- 4) Person should not be seeking benzodiazepines or pain medications, as these are not prescribed by the provider at PCC,
- 5) Other situations will be considered, but only with consultation with a PCC supervisor.

To Place: A Hospital MHE will:

- 1) Call and consult with a QMHP at PCC to verify option and review for next open appointment.
- 2) Will complete the referral for the Crisis Prescriber form with the client before they leave the ED,
- 3) Complete an EPIC and Mental Health Note and send a copy with the referral to PCC, along with a face sheet, same day the client was seen,

**Crisis Respite:** This is a placement option for people that do not meet criteria for a hospital placement, who are in need of extra support and mental health intervention to return to their normal living situation, Must be either OHP MVBCN or Indigent and a resident of the 5 county MVBCN region, (See Bridgeway referral),

- 1) A Hospital MHE will do a brief triage of the client and as soon as they suspect a respite placement may be appropriate and will call PCC to be involved in the placement. PCC can do the mental health evaluation or consultation with the MHE for placement, whichever is more convenient for the client.
- 2) A mental evaluation will be completed on EPIC, with the Mental Health note and a copy sent to PCC.
- 3) A Crisis Respite plan should be completed and sent with the client.
- 4) A Crisis Associate will be used to transport the client to PCC or other arranged appointments for the success of the respite stay.

## ATTACHMENT 4

### Hospital Federal False Claims Act Education

Salem Health and Salem Health West Valley are required by federal law to provide information to all its contractors and agents regarding the federal false claims act, administrative remedies for false claims and statements, the state false claims act and whistleblower protections under these laws. The federal and state false claims acts play an important role in detecting fraud, waste and abuse in federal health care programs. Please provide this information to all of your employees.

#### **Federal False Claims Act**

##### What it does:

Allows a civil action to be brought against a health care provider who:

- Knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval to any federal employee;
- Knowingly makes, uses or causes to be made or used a false record or statement to get a false or fraudulent claim paid; or
- Conspires to defraud the government by getting a false or fraudulent claim allowed or paid (31 USC sec. 3729(a)).

##### Examples of a false claim:

- Billing for procedures not performed or services or supplies never provided
- Billing for services that fell below the standard of care
- Indicating the service was provided for some diagnosis code other than the true diagnosis code in order to obtain payment for the service (which would not be covered if the true diagnosis code were submitted)
- Indicating a higher level of service than was actually provided
- Billing for a service that the provider knows is not reasonable and necessary
- Billing for services provided by an unlicensed individual
- Violation of another law, i.e., submitting a claim appropriately but the service was the result of an illegal relationship between a physician and the hospital (physician received kick-backs for referrals)

##### Remedies:

- A federal false claims action may be brought by the U.S Department of Justice Civil Division, the United States Attorney.
- An individual may bring what is called a qui tam action. This means the individual files an action on behalf of the government.
- Violation of the federal False claims Act is punishable by a civil penalty of between \$5,000 and \$10,000 per false claim, plus three times the amount of damages incurred by the government.
- A statute of limitations says how much time may pass before an action may no longer be brought for violation of the law. Under the False Claims Act, the statute of limitations is six years after the date of violation or three years after the date when material facts are known or should have been known by the government, but no later than ten years after the date on which the violation was committed.

##### Qui Tam (Whistleblower) protections:

Federal law prohibits employers from taking any action against employees in retaliation for filing a suit under the False Claims Act. "Any action" means demoting, suspending, terminating, or in any other manner discriminating against the employee in the terms and conditions of employment.

### State False Claims Act

Oregon currently does not have an express False Claims Act, but it does have criminal and civil laws that prohibit Medicaid fraud.

It is a crime if a health care provider knowingly submits or causes to be submitted a claim for payment to which the provider is not entitled. This includes:

- A false claim
- A claim that has already been submitted for payment; or
- A claim on which payment has already been made by Medicaid or any other source.
- A claim for work not performed or a service not provided
- A claim for health care payment that contains any false statement or false representation of a material fact in order to receive payment; or
- Concealment or failure to disclose an event or other information with the intent to obtain greater payment than entitled. (ORS 411.675; ORS 165.690-165.692)

A hospital is subject to civil damages if:

- The hospital has been previously warned against a certain billing practices (ORS 411.690(2)).

### **What you should do if you think the hospital may have made a false claim:**

- If you see something that is not right, or looks like one of the examples of a false claim discussed earlier, this hospital encourages you to:
  - Report it to the hospitals Corporate Integrity Officer at 503-561-5369 for further investigation. If you are not comfortable doing this or do not see action in response to your report;
  - Call the hospital compliance hotline at 1-800-944-4908

**If you have any questions about this information, please call the Corporate Integrity Officer at 503-561-5369.**



**ATTACHMENT 5**

**Hospital Orientation- \*Kept on file at Hospital through MHE Supervisor and Staffing Office**

## ATTACHMENT 5-1

### MARION COUNTY PSYCHIATRIC CRISIS CENTER CONTRACT SCREENER ORIENTATION PROCESS

- **MCPCC Supervisor notifies SH Emergency Mental Health Supervisor of new screener hire**
  - Full legal name, DOB
  - Provides signed documents following screener review of *SH Contract Orientation Packet*
    - Salem Health Hospitals & Clinics Confidentiality Statement
    - Acknowledgement of Corporate Integrity Education and Standards of Conduct Handbook
    - Fast Track Safety Orientation
    - Identification Badge Care and Responsibility Statement
  - Provides *Emergency Department Mental Health Marion County PCC Staff Orientation* documentation, following completion of job shadow orientation
  - Provides MCPCC-initiated Initial Competency Documentation Tool
  - Coordinates screener orientation appointment with ED Mental Health Assistant Manager
  
- **SH Emergency Mental Health Supervisor**
  - Submit request for SH Non-Employee ID number
  - Submit NURF for EPIC access
  - Forward electronic NURF completion notice to MCPCC Supervisor
  - Establish orientation appointment when EPIC access available
  - Maintain PCC Provider List and EPIC progress
  - Review submitted documentation for completeness and establish file
  - Notify Operations Specialist and Nursing Resources
  
- **Orientation Completion – SH Emergency Mental Health Supervisor**
  - Completes SH department specific orientation
  - Reviews initial efforts of screening and reviews with PCC Supervisor to offer feedback, if any
  - Completes *Initial Competency Documentation Tool*
  - Completes *SH Contract Staff Evaluation Form/ED Mental Health*
  - Notification to MCHD PCC of orientation completion/active status
  - Provides completed file to Nursing Resources

## ADDENDUM #1

### SALEM HEALTH HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement is made as of the Effective Date above, by and between Salem Health, a public benefit corporation organized under the laws of Oregon, on behalf of Affiliated Covered Entity described below and Marion County, a political subdivision of the State of Oregon, on behalf of the Health Department Psychiatric Crisis Center.

In consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

#### Section 1. Definitions

Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304 and 164.501.

#### Specific definitions:

- (a) Affiliated Covered Entity. “Affiliated Covered Entity” shall mean the Covered Entities owned by Salem Health, including, Salem Hospital and West Valley Hospital, which have designated as an affiliated covered entity in accordance with 45 C.F.R. § 164.105(b).
- (b) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Marion County.
- (c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.013.
- (d) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

#### Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information, other than as provided for by this Agreement;
- (c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- (d) Immediately report to Affiliated Covered Entity within five (5) business days, from the Business Associate’s time of discovery of any potential breach, any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware;

- (e) In the event of an impermissible use or disclosure that constitutes a breach of unsecured Protected Health Information, supplement the report required by Section 2(e) above with the information required at 45 CFR 164. 410 without unreasonable delay and in no case later than 30 days after discovery, such reports shall include at least the following information:
  - (1) The identity of each individual whose information was accessed, acquired or disclosed during the breach;
  - (2) A brief description of what happened;
  - (3) The date of discovery of the breach;
  - (4) The nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
  - (5) Any steps individuals should take to protect themselves from potential harm resulting from the breach; and
  - (6) A brief description of what the Business Associate is doing to investigate the breach, the level of risk that the patient's Protected Health Information was compromised, and what is being done to protect against any further breaches;
- (f) Ensure that any agent, including a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate for the Affiliated Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including compliance with applicable requirements of the Security Rule, and Business Associate shall conduct reasonable due diligence of the information security of such agents or subcontractors and determine such information security to be reasonable prior to allowing such agents or subcontractors to create, receive, maintain, or transmit Protected Health Information on Business Associate's behalf;
- (g) Provide access to Protected Health Information in a Designated Record Set to Affiliated Covered Entity or, as directed by Affiliated Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524 and forward to Affiliated Covered Entity, within five (5) business days, any requests for access that Business Associate receives directly from Individuals;
- (h) Make any amendment(s) to Protected Health Information in a Designated Record Set that the Affiliated Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Affiliated Covered Entity or an Individual within 30 calendar days of Affiliated Covered Entity's request, and forward to Affiliated Covered Entity, within five (5) business days, any requests for amendment that Business Associate receives directly from Individuals;
- (i) Make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Affiliated Covered Entity available to the Secretary for purposes of the Secretary determining Affiliated Covered Entity's compliance with the Privacy Regulations, except that nothing in this Section shall serve as a waiver of any applicable legal privilege;
- (j) Document such disclosures of Protected Health Information and information related to such disclosures as would be required for Affiliated Covered Entity or Business Associate to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528;
- (k) Provide to Affiliated Covered Entity or an Individual information collected in accordance with Section 2(i) of this Agreement, to satisfy the requirements for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528 or Section 13405(c)(3) of the HITECH Act, and forward to Affiliated Covered Entity, within five (5) business days, any requests for an accounting of disclosures that Business Associate receives directly from Individuals;

- (l) Comply with the applicable provisions of the Security Rule, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Affiliated Covered Entity; and
- (m) To the extent Business Associate is to carry out one or more of Affiliated Covered Entity's obligation(s) under the Privacy Regulations, comply with the requirements of the Privacy Regulations that apply to Affiliated Covered Entity in the performance of such obligation(s).

### Section 3. Permitted Uses and Disclosures by Business Associate

#### (a) Statutory Duties

- (1) Business Associate acknowledges that it has a legal duty under the HIPAA Rules to, among other duties:
  - (A) Use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
  - (B) Comply with the applicable provisions of the Security Rule. In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), Business Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) Business Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.

#### (b) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Affiliated Covered Entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the Privacy Regulations if done by Affiliated Covered Entity or the Privacy Regulations' minimum necessary requirements at 45 C.F.R. § 164.502(b) and 164.514(d).

#### (c) Specific Use and Disclosure Provisions

- (1) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (2) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Unless the disclosure is required by law, Business Associate shall conduct reasonable due diligence of a third party's information security and determine such information security to be reasonable prior to disclosing Protected Health Information to the third party under this Section.
- (3) Except as otherwise limited in this Agreement, Business Associate may use Protected

Health Information to provide Data Aggregation services to Affiliated Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).

- (4) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).
- (5) Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the HIPAA Rules.

#### Section 4. Obligations of Affiliated Covered Entity

Affiliated Covered Entity shall:

- (a) Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;
- (b) Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information;
- (c) Notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Affiliated Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### Section 5. Permissible Requests by Affiliated Covered Entity

Affiliated Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Affiliated Covered Entity.

#### Section 6. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date indicated above and shall terminate upon the termination of the underlying service agreement between the parties.
- (b) Termination for Cause. Upon Affiliated Covered Entity's knowledge of a material breach by Business Associate, Affiliated Covered Entity shall either:
  - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any underlying service agreement if Business Associate does not cure the breach or end the violation within the time specified by Affiliated Covered Entity; or
  - (2) Immediately terminate this Agreement and any underlying service agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Affiliated Covered Entity, or created, maintained, or received by Business Associate on behalf of Affiliated Covered Entity, shall:
  - (1) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (2) Return to Affiliated Covered Entity or otherwise destroy the remaining Protected Health Information that the Business Associate still maintains in any form.
  - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information.

- (4) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3, which applied prior to termination; and;
- (5) Return to Affiliated Covered Entity or otherwise destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

#### Section 7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.
- (b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Affiliated Covered Entity to comply with the requirements of the Privacy Regulations, the Security Regulations, the HIPAA Rules, and the HITECH Act and its implementing regulations.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Affiliated Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HIPAA Rules, and the HITECH Act.
- (e) Indemnification. Business Associate agrees to indemnify and hold harmless Affiliated Covered Entity, its employees, officers, trustees, agents, and contractors from any and all liability, including reasonable attorneys' fees, costs of defense, and costs of mitigation and/or notification, that may arise from Business Associate's breach of this Agreement.
- (f) No limitations on liability. No limitations of liability, limitations of remedy, or disclaimers by Business Associate contained in the Underlying Contracts shall apply to the obligations and subject matter of this Agreement or to remedies sought by Affiliated Covered Entity with respect to a breach of this Agreement by Business Associate or any of Business Associate's workforce, agents, or subcontractors.
- (g) Insurance. Business Associate shall maintain appropriate and adequate insurance coverage to cover Business Associate's obligations pursuant to this Agreement, including Professional Liability insurance with Privacy and Cyber-Risk (Network Security) Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of three million dollars (\$3,000,000) each claim and annual aggregate; Cyber Liability Third party coverage \$1,000,000 and Notification/Crisis Management \$1,000,000; Computer Crime Insurance with limits of \$1,000,000; and Employee Theft/Client Insurance Coverage with limits of \$1,000,000.





**ENDORSEMENT NO. 5**

**This endorsement, effective 12:01 AM: 7/1/17**

**Forms a part of policy no.: 20161101**

**Issued to: Salem Health Hospitals and Clinics**

**By: Willamette Valley Insurance Corporation**

**ADDITIONAL INSURED ENDORSEMENT**

The policy is amended as follows:

Section II. WHO IS AN INSURED of the Healthcare General Liability Coverage part is amended by adding the following:

Marion County, or, its officers, agents and employees

But only as respects liability arising out of the conduct of **your** business.

All other terms, conditions and exclusions of the Policy remain unchanged.