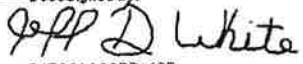


Contract Review Sheet**HE-5422-23**Memorandum of Understanding #: HE-5422-23 Amendment #: _____Contact: Meuy Saechao Department: Health and Human ServicesPhone #: (503) 584-4897 Date Sent: Wednesday, May 31, 2023Title: Provide Mobile Crisis ServicesContractor's Name: Marion County Sheriff's OfficeTerm - Date From: July 1, 2023 Expires: June 30, 2025Original Contract Amount: \$300,000.00 Previous Amendments Amount: \$0.00Current Amendment: \$0.00 New Contract Total: \$300,000.00 Amd% 0% Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

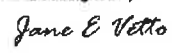
Marion County Sheriff's Office (MCSO) shall provide trained officers working a four days per week, ten hour shifts that will take calls from dispatch that have a mental health component and assist other agencies throughout the County with those types of calls.

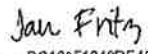
Desired BOC Session Date: 6/21/2023 BOC Planning Date: 6/8/2023Files submitted in CMS: 5/31/2023 Printed packet & copies due in Finance: 6/6/2023BOC Session Presenter(s) Ann-Marie Bandfield**FOR FINANCE USE**Date Finance Received: 5/31/2023 Date Legal Received: _____Comments: Y**REQUIRED APPROVALS**

DocuSigned by:

 D1FCCAACDB14CB...
 Finance - Contracts 5/31/2023
 Date

DocuSigned by:

 58191FB1DB94499...
 Contract Specialist 6/5/2023
 Date

DocuSigned by:

 D0CF5B04B9F483...
 Legal Counsel 6/2/2023
 Date

DocuSigned by:

 DC18351248DE4EC...
 Chief Administrative Officer 6/2/2023
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 21, 2023

Department: Health & Human Services Agenda Planning Date: June 8, 2023 Time required: 10

 Audio/Visual aids

Contact: Meuy Saechao Phone: 503-584-4897

 Department Head Signature:
 DocuSigned by:
 Ryan Matthews
 7D28A787656F458...
TITLE Memorandum of Understanding HE-5422-23 between Marion County Health and Human Services (MCHHS) and Marion County Sheriff's Office (MCSO)
Issue, Description & Background
 MCSO shall provide trained officers working a four days per week, ten hour shifts that will take calls from dispatch that have a mental health component and assist other agencies throughout the County with those types of calls. MCHHS shall provide a Qualified Mental Health Professional (QMHP) who will be coupled with a law enforcement professional to provide assistance with dispatched calls.
Financial Impacts: Total not to exceed \$300,000.00 (July 1, 2023 to June 30, 2025)**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 MCSO (HE-5422-23)**List of attachments:** MCSO (HE-5422-23)**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

MEMORANDUM OF UNDERSTANDING

Between

**MARION COUNTY HEALTH AND HUMAN SERVICES and MARION COUNTY
SHERIFF'S OFFICE**

#HE-5422-23

1. PARTIES TO AGREEMENT

This Memorandum of Understanding (MOU) is between *Marion County Sheriff's Office, hereafter called "MCSO"* and *Marion County Health & Human Services Department, hereafter called "MCHHS"*.

2. PURPOSE/STATEMENT OF WORK

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

3. TERM AND TERMINATION

- 3.1 This MOU shall be effective for the period of July 01, 2023 through June 30, 2025 unless sooner terminated or extended as provided herein.
- 3.2 This MOU may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This MOU may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this MOU shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 County may terminate this MOU effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This MOU may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this MOU or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this MOU is for any reason denied, revoked, or not renewed.
 - d. If Agency fails to provide services called for by this MOU within the time specified herein or any extension thereof.

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

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

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall not exceed \$300,000. Payments under this contract shall be made on a cost reimbursement basis.

2023-2024 Proposed Budget \$150,000.00

2024-2025 Proposed Budget \$150,000.00

4.2 Requests for payment shall be submitted to MCHHS monthly for actual costs with documentation attention to Peter Briggs; Pbriggs@co.marion.or.us and Ai Fry; Afry@co.marion.or.us. Final invoices are due at the end of each fiscal year.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

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

5.1 UNDER THE TERMS OF THIS AGREEMENT, MCSO SHALL:

- a. Provide trained Officer(s) working ten-hour shifts, four days per week and primarily taking calls from dispatch that have a mental health component and assist other agencies throughout the County with those types of calls.

5.2 UNDER THE TERMS OF THIS AGREEMENT, MCHHS SHALL:

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

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this MOU shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

8. HOLD HARMLESS

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

9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

10. MERGER CLAUSE

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

11. FALSE CLAIMS, FRAUD, WASTE AND ABUSE

Both parties shall cooperate with and participate in activities to implement and enforce the policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Both parties shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Both parties shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Both parties are required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Both parties are required to check the following databases for excluded individuals and entities: Excluded Parties List System (EPLS) www.sam.gov

12. LICENSURE

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

13. CONFIDENTIALITY

The parties expressly agree to comply with Guidelines for Protected Health Information Disclosure with Law Enforcement, Revised 11/11/2013 incorporated as ADDENDUM NO. 1, and attached herewith.

14. NOTICES

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

For Agency:

Sheriff's Office
MCSO Contracts
PO Box 14500
Salem, OR 97309
so-contracts@co.marion.or.us

For County:

Health and Human Services
3180 Center St NE
Attention: Ann-Marie Bandfield
E-Mail: ambandfield@co.marion.or.us

15. SIGNATURES

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

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

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  DocuSigned by:
7D28A787656F458... _____
Ryan Matthews, Administrator Date 5/31/2023

Authorized Signature:  DocuSigned by:
1D832FCC090246E... _____
Ann-Marie Bandfield, Health Prog Manager Date 6/1/2023

Authorized Signature:  DocuSigned by:
DC16351248DE4EC... _____
Chief Administrative Officer Date 6/2/2023

Reviewed by Signature:  DocuSigned by:
D0CFC5B04B9F483... _____
Marion County Legal Counsel Date 6/2/2023

Reviewed by Signature:  DocuSigned by:
D1FCCAACCDB14CB... _____
Marion County Contracts & Procurement Date 5/31/2023

MARION COUNTY SHERIFF'S OFFICE

Authorized Signature:  DocuSigned by:
D35430AD507F404... _____
Jeff Wood, Undersheriff Date 6/1/2023