



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 24, 2019

Department: Health & Human Services

Agenda Planning Date: July 18, 2019

Time required: 10 min

Audio/Visual aids

Contact: Cydney Nestor, Division Director

Phone: 503-361-2695

Department Head Signature: [Signature]

TITLE: Nathaniel Kravitz, LLC Psychiatric Mental Health Nurse Practitioner (PMHNP) Services # HE-2975-19

Issue, Description & Background: Nathaniel Kravitz, LLC will provide up to 21 hours per week of Psychiatric Mental Health Nurse Practitioner (PMHNP) services for the Health & Human Services Behavioral Health Programs, for the term August 1, 2019 through June 30, 2021. The Contractor has provided PMHNP services for the Health & Human Services Department since July 2010.

Financial Impacts: The Agreement is funded \$218,400 over the term; August 1, 2019 - June 30, 2021.

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

Options for Consideration: 1. Approve the agreement with Nathaniel Kravitz, LLC # HE-2975-19 to perform PMHNP services. 2. Deny approval of the agreement with Nathaniel Kravitz, LLC # HE-2975-19 to perform PMHNP services. 3. Take no action at this time.

Recommendation: The Health & Human Services Department recommends approval of the Agreement #HE-2975-19 with Nathaniel Kravitz, LLC.

List of attachments: Nathaniel Kravitz, LLC Psychiatric Mental Health Nurse Practitioner (PMHNP) Services # HE-2975-19

Presenter: Cydney Nestor, Division Director

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

Copies to: Linda Wilson, lwilson@co.marion.or.us



**MARION COUNTY  
CONTRACT FOR SERVICES #HE-2975-19**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Nathaniel Kravitz, LLC, an independent medical professional, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

**1. TERM.** This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2021**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2022**.

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$218,400**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

**3. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.** Contractor agrees to 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.

**5. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

**6. FORCE MAJEURE.** Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION.**

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

**8. RECOVERY OF FUNDS.** Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

**9. ACCESS TO RECORDS.**

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

**10. REPORTING REQUIREMENTS.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

**11. CONFIDENTIALITY OF RECORDS.**

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

**12. INDEMNIFICATION AND INSURANCE.**

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**13. EARLY TERMINATION.** This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**14. PAYMENT ON EARLY TERMINATION.** Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

**15. INDEPENDENT CONTRACTOR.**

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**16. 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.

**17. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

**18. NO THIRD PARTY BENEFICIARIES.**

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE.** This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER.** The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES.** In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE.**

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County  Not required by County.

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County  Not required by County.

- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County  Not required by County.

**Minimum Limits:**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County  Not required by County.

**Minimum Limits:**

- Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**24. NOTICE.** Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

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To County:

Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309  
Fax No. 503-588-5237  
and;  
Marion County Health & Human Services  
Attn: Linda Wilson  
3180 Center Street NE, Ste 2100  
Salem, Oregon 97301  
503-361-2792 Fax No. 503-364-6552  
lwilson@co.marion.or.us

**25. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY.** If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Equipment delivered to/granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**28. CRIMINAL HISTORY CHECK.** Contractor shall assure that all staff and volunteers used in any program receiving funding from the OHA or the Employment Division or is licensed by OHA or the Employment Division complete a criminal history check (Attachment C) per ORS 181.534 through 181.537 and shall not have unsupervised contact with clients prior to approval by the OHA or the Employment Division.

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** 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.

**30. FALSE CLAIMS, FRAUD, WASTE AND ABUSE.** Provider 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. Provider 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. Provider 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. Provider is required to verify that their staff and Providers are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Provider is required to check the following databases for excluded individuals and entities: [www.sam.gov](http://www.sam.gov)

**31. LICENSURE.** Provider shall maintain at all times during the term of this agreement any license(s) required by law to perform services under this Agreement. Provider shall provide County with a copy of license(s) upon request.

**32. CONFIDENTIALITY.** Provider agrees to sign and adhere to the Marion County Health and Human Services Confidentiality Statement.

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

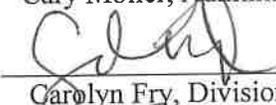
**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

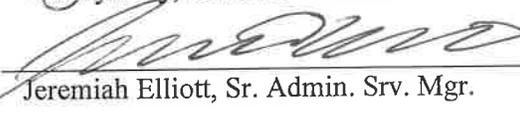
\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  \_\_\_\_\_  
Cary Moller, Administrator Date 7/9/19

Authorized Signature:  \_\_\_\_\_  
Carolyn Fry, Division Director Date 7/9/19

Authorized Signature:  \_\_\_\_\_  
Jeremiah Elliott, Sr. Admin. Srv. Mgr. Date 7/10/19

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**NATHANIEL KRAVITZ, LLC SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.** Contractor shall perform Psychiatric Mental Health Nurse Practitioner (PMHNP) Services as described below.

A. GENERAL INFORMATION. Contractor shall provide skilled medical assessment and supervisor of the County's consumers up to twenty one (21) hours per week as specified in section 1. B below.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

1. Provide psychiatric assessment and treatment interventions with individuals who may benefit from medication as part of the Individual Support Plan (ISP) developed at MCHD Adult Behavioral Health.
2. Provide positive interventions to maintain, restore or improve the health of the individual or their family.
3. Evaluate the results of treatment interventions based on behavioral observations and feedback elicited from the individual, family members, significant others and treatment team members.
4. Contribute to revisions of the individual's ISP on the basis of client responses and/or new information regarding appropriate management of specific psychiatric issues.
5. As appropriate, prescribe psychotropic medications or make recommendations for possible medication interventions.
6. Provide consultation and education to staff and other service providers in the areas of medication management and mental health intervention: provide general mental health education to consumers, staff and the community.
7. Work with other health care team members, and community health providers, in the promotion and provision of comprehensive care.
8. Collaborate with team members, supervisors and the Medical Director in the improvement of current services and the development of new services.
9. If recommending inpatient treatment will coordinate with PCC for evaluation and placement/treatment options.
10. Provide documentation that meets Medicare, Medicaid and other contracted insurance requirements in paper or electronic (Raintree) form according to County policies and procedures.

C. SPECIAL REQUIREMENTS. In addition to Terms and Conditions listed in herein, Contractor shall adhere to the Special Terms and Conditions listed in Exhibit B, incorporated herein and by reference.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform

Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

**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 \$218,400.

**A. METHOD OF PAYMENT FOR SERVICES.**

County shall pay Contractor **\$100.00** per hour up to the total amount available under Exhibit A, section 2.A for completing all Services required under this Contract.

**B. BASIS OF PAYMENT FOR SERVICES.** County shall pay Contractor upon County's approval of Contractor's invoice submitted to County for completed Services.

**C. EXPENSE REIMBURSEMENT.** County will not reimburse Contractor for any expenses under this Contract.

**D. GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

**E. INVOICES.** Contractor shall send all invoices to County at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Health & Human Services  
Attn: Eva McCammon  
2045 Silverton Rd. NE, Suite B  
Salem, OR 97301**

**EXHIBIT B**  
**SPECIAL TERMS AND CONDITIONS**

- A. **MEANINGFUL USE:** Contractor hereby assigns to County all rights to bill and receive payment from patients and third-party payors, including the Medicare and Medicaid Programs, for services rendered by Contractor hereunder and Contractor shall not bill any patient or third-party payor for such services. Contractor shall rapidly complete and sign necessary third-party payor forms to either obtain provider numbers and/or to assign benefits to County. Contractor acknowledges that the amount of fees charged to patients of County and the use of such funds shall be determined in the sole discretion of County. Contractor shall also become a participating provider in any/all plans, contracts, programs which County, in its sole discretion, shall deem appropriate for Contractor participation.

Contractor's assignment of payment to County includes Electronic Health Record (EHR) incentive payments, Contractor shall sign the County's Attestation and Meaningful Use Payment Assignment and Agreement form. Contractor shall comply with the requirements to be eligible to receive EHR incentive payments. The County will be responsible for the EHR and clinical environment to meet meaningful use requirements, which includes assuring adequate resources, training and technical support.

- B. **CREDENTIALING:** County will assure that verification of licensure is completed through the licensing body's website and/or by phone. If requested, Contractor will provide County with National Plan and Provider Enumeration System (NPPES) Identifier.
- C. **AGENT:** Contractor is an agent of Marion County. County shall indemnify and hold harmless Contractor from damages arising out of the performance of his or her duties under this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution Article XI, Section 7. Extension of this indemnification is subject to Contractor being an insurable risk. Contractor shall complete and return the ATTACHED Attestation for Providers Seeking Agent Status and any other documentation required by the County or its insurance carriers to establish insurability. County will provide 14 days' notice in the event that the County or its insurance carrier determines that Contractor is not insurable. In such an event, the contractual assignment of agency status will cease. Contractor will provide Professional Liability coverage for services that may be found to be outside Contractor's duties under this contract.
- D. **MEDICARE/MEDICAID:** Contractor shall notify the County immediately if they opt out of Medicare or Medicaid or any other insurance coverage during the term of their contract with the County.
- E. All Attachments and Exhibits referenced below and within this agreement are hereto attached and incorporated into this agreement by this reference. Contractor is to complete and provide to County the following required forms:
- a. Certification by Independent Contractor
  - b. Attestation for providers Seeking Agent Status
  - c. Attestation and Meaningful Use Payment Assignment and Agreement
  - d. Confidentiality Form
  - e. Workforce separation Form
  - f. Behavioral health Documentation Policy 500.16



COUNTRY Preferred Insurance Company NAIC 21008  
P.O. Box 2100, Bloomington, Illinois 61702-2100

**OREGON INSURANCE CARD**

**KRAVITZ NATHANIEL & HEIDI**

POLICY NUMBER P36A4982784 2002 CHEVR SUBURB  
EFFECTIVE DATE Feb 23, 2019  
EXPIRATION DATE Aug 23, 2019  
VIN 1GNFK16ZX2J309155  
COVERAGE BODILY INJURY LIABILITY  
PROPERTY DAMAGE LIABILITY  
PERSONAL INJURY PROTECTION

FOR SERVICE CALL YOUR FINANCIAL REPRESENTATIVE:  
JEFF GARVER AT (541)926-4883

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND. THE COVERAGE PROVIDED BY THIS POLICY MEETS THE MINIMUM LIABILITY INSURANCE LIMITS PRESCRIBED BY LAW.

**EXAMINE YOUR POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.**

**WHAT TO DO AFTER AN ACCIDENT**

1. Write down the make, model and license number of all vehicles involved.
2. Write down the name, address and telephone number of: (a) All parties involved, their insurance companies, and policy numbers; (b) Any injured; (c) Any witnesses, police, ambulance companies, or wrecker companies.
3. Don't discuss fault.
4. Report the accident to COUNTRY® at 1-866-COUNTRY (1-866-268-6879) or visit us at our website [www.countryfinancial.com](http://www.countryfinancial.com).

**PERSONS WHO ISSUE OR PRODUCE THIS CARD TO FRAUDULENTLY SHOW A POLICY OF INSURANCE IS IN FORCE, WHICH IN FACT IS NOT IN EFFECT, ARE LIABLE TO HEAVY FINES AND THEIR LICENSES OR REGISTRATIONS MAY BE SUSPENDED OR REVOKED.**



COUNTRY Preferred Insurance Company NAIC 21008  
P.O. Box 2100, Bloomington, Illinois 61702-2100

**OREGON INSURANCE CARD**

**KRAVITZ NATHANIEL & HEIDI**

POLICY NUMBER P36A4982784 2005 HYUND ELANTR  
EFFECTIVE DATE Feb 23, 2019  
EXPIRATION DATE Aug 23, 2019  
VIN KMHDN46D95U075456  
COVERAGE BODILY INJURY LIABILITY  
PROPERTY DAMAGE LIABILITY  
PERSONAL INJURY PROTECTION

FOR SERVICE CALL YOUR FINANCIAL REPRESENTATIVE:  
JEFF GARVER AT (541)926-4883

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**INSTRUCTIONS:**

- Separate card(s) on perforation(s). Cut along the two outer solid lines. Fold in half, then place your insurance card in the appropriate vehicle.
- Please retain your current insurance card until its expiration date.

ACCOUNT NUMBER: 7258288



COUNTRY Preferred Insurance Company NAIC 21008  
P.O. Box 2100, Bloomington, Illinois 61702-2100

**OREGON INSURANCE CARD**

**KRAVITZ NATHANIEL & HEIDI**

POLICY NUMBER **P36A4982784 2007 CHEVR TAHOE**  
EFFECTIVE DATE **Feb 23, 2019**  
EXPIRATION DATE **Aug 23, 2019**  
VIN **1GNFK13077R407459**  
COVERAGE **BODILY INJURY LIABILITY  
PROPERTY DAMAGE LIABILITY  
PERSONAL INJURY PROTECTION**

**FOR SERVICE CALL YOUR FINANCIAL REPRESENTATIVE:  
JEFF GARVER AT (541)926-4883**

**THIS CARD MUST BE CARRIED IN THE INSURED MOTOR  
VEHICLE FOR PRODUCTION UPON DEMAND. THE COVERAGE  
PROVIDED BY THIS POLICY MEETS THE MINIMUM LIABILITY  
INSURANCE LIMITS PRESCRIBED BY LAW.**

**EXAMINE YOUR POLICY EXCLUSIONS CAREFULLY.  
THIS FORM DOES NOT CONSTITUTE ANY PART OF  
YOUR INSURANCE POLICY.**

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1. Write down the make, model and license number of all vehicles involved.
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- Separate card(s) on perforation(s). Cut along the two outer solid lines. Fold in half, then place your
- **insurance card in the appropriate vehicle.**
  
- **Please retain your current insurance card until its expiration date.**

ACCOUNT NUMBER: 7258288

**Linda Wilson - Re: Request for GL Waiver - Nathaniel Kravitz**

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**From:** Justine Flora  
**To:** Linda Wilson  
**Date:** 7/8/2019 1:55 PM  
**Subject:** Re: Request for GL Waiver - Nathaniel Kravitz  
**Attachments:** Justine Flora.vcf

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Waiver of GL approved

Justine Flora  
Benefits and Risk Manager

Marion County Business Services  
503-584-7786

**CONFIDENTIALITY NOTICE**

The information contained in this communication, including attachments is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately. Thank you.

>>> Linda Wilson 7/8/2019 1:47 PM >>>

Hello,

We are in the process of renewing Nathaniel Kravitz's PMHNP services agreement. I am attaching his professional liability insurance. We are again requesting waiver of General Liability Insurance. All of his services are performed at County facilities.

Please approve.

Thanks,  
Linda

---

## MEMORANDUM OF INSURANCE

Date Issued 05/12/2019

**Producer**

Mercer Consumer, a service of  
Mercer Health & Benefits Administration LLC  
P.O. Box 14576  
Des Moines, IA 50306-3576  
1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

**Company Affording Coverage**

Liberty Insurance Underwriters Inc.

**Insured**

Nathaniel Kravitz  
2734 Weatherford Court NW  
Salem, OR 97304

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.  
The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability NP/CNS SEM br NP Psychiatric Mental Health	AHY-828678004	08/01/2019	08/01/2020	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$6,000,000

## PROOF OF INSURANCE

Memorandum Holder:

## PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative  
Mark Brostowitz



**CERTIFICATION BY INDEPENDENT CONTRACTOR**

The undersigned, Nathaniel Kravitz, an RN, Psychiatric Mental Health Nurse Practitioner, hereby certifies that he/she is an independent contractor performing services for Marion County based on the following criteria and ORS 670.600:

1. The undersigned is providing services to Marion County, by and through its Health and Human Services department free from direction and control over the manner and means of providing patient care;
2. The undersigned is responsible for maintaining all professional occupational licenses required by the State of Oregon;
3. The undersigned will invoice Marion County for all services performed upon completion of the services or specific portions thereof. The invoice will be on stationery of the undersigned;
4. The undersigned is responsible to file all necessary federal/state income tax returns;
5. The undersigned represents to Marion County that the services are being provided by an independent party who is not an employee of Marion County;
6. The undersigned is a professional, and the undersigned's primary place of business is not the Marion County Department of Health;
7. Marion County represents to the undersigned that the undersigned is an agent of Marion County solely for the purposes of indemnification for providing RN, Psychiatric Mental Health Nurse Practitioner care to clients of the Health and Human Services department under the provisions of the Oregon Tort Claims Act.

CONTRACTOR

MARION COUNTY

NK 7/8/19  
Signature Date

\_\_\_\_\_  
Cary Moller, Administrator Date

Nathaniel Kravitz  
Printed Name

PMHNP  
Title

**Marion County Health Department Attestation and Meaningful Use Payment  
Assignment and Agreement**

I understand that Marion County Health and Human Services Department has implemented electronic health record (EHR) technology and this complies with the EHR incentive program known as "meaningful use," created by the American Recovery and Reinvestment Act.

I have received a copy of the Marion County Health and Human Services Department Policy "Electronic Health Records Incentives: Reassigning Provider Payments". I have read and understand the provisions of that policy.

I agree to allow Marion County Health and Human Services Department to attest on my behalf, using my National Provider Identification Number (NPI) that I implement and demonstrate "meaningful use" of certified EHR technology during my work for Marion County Health and Human Services Department.

I understand that Marion County Health and Human Services Department will receive financial incentives based on my agreement, which will prevent me from receiving the same "meaningful use" financial incentives in the future.

I agree I will not attest to "meaningful use" to receive incentive payments or myself or any other person or organization other than Marion County Health and Human Services Department, so long as I am an employee or contractor of Marion County Health and Human Services Department.

Print Name of Provider

Nathaniel Kavitz

Signature/Date

mkf 7/8/19

Marion County Health & Human  
Services Department Administrator

Cary Moller

Signature/Date

\_\_\_\_\_

# Confidentiality Statement

*For purposes of this document: "staff" means any person doing work for the Marion Co. Health and Human Services, or Agent of County whether paid or unpaid; "client" means a person who receives services or benefits from the Marion County Health and Human Services; "confidentiality" means that property, data or information of a client is not made available or disclosed to any person or other entity that should not have the information; "Department" means the Marion County Health and Human Services. "PHI" means protected health information.*

Confidentiality is the preservation, in confidence, of client information or potential client information, which may be received, created, used, maintained or disclosed in a client-staff relationship. The Marion County Health and Human Services is subject to state and federal laws regarding the confidentiality of client information; the Department follows these laws and rules by policy.

All client treatment information records are confidential, including medical and mental health information, which is maintained on paper, or electronically through computerized data systems. This also includes but is not limited to information transmitted via a FAX machine, by telephone, or during any verbal conversations. Confidentiality can be violated by:

- Leaving client files open on desks, on electronic storage media, or on a computer screen unattended or in view of visitors or other unauthorized persons;
- Sending or attaching confidential information using e-mail;
- Discussing confidential information in public places, such as: elevators; public hallways; restaurants; restrooms; on the bus; or at home;
- Casually discussing confidential information with unauthorized persons such as family members or friends;
- Tossing paperwork containing confidential information in a wastebasket or regular recycle bin without shredding;
- Using telephones in the community where others may easily overhear a conversation regarding client information;
- Using or disclosing confidential information for personal gain, commercial gain or for malicious purposes;
- Sharing computer usernames and passwords with co-workers, volunteers, student interns, etc.;
- Disclosing client information without confirming that a valid authorization to disclose is on file or that policy or law allows the disclosure.

Confidential information may be used and disclosed under certain circumstances, for example: the Department uses and discloses confidential information for treatment, payment and health care operations; for reporting abuse and/or neglect; for a medical emergency; if there is a clear danger or threat to health and safety to you or others; a court order release of the information. **Note: If you receive a subpoena for records or receive a telephone call from an attorney, consult with a Supervisor.**

As staff of Marion County Health and Human Services, you are required to be knowledgeable of the Department privacy policies and procedures pertinent to state and federal laws and rules for the Service Area(s) in which you work. You are also responsible to be knowledgeable of changes and/or new privacy policies and procedures.

Under Oregon law, Marion County may be legally liable for your actions, which are within the course and scope of your duties as staff. However, it could be determined that improper use or disclosure of confidential information is outside the course and scope of your duties. As a result, the County could refuse to defend you in any legal action. In addition, any improper disclosure of confidential information may be cause for disciplinary action (subject to County policy), up to and including, termination of employment or separation of service.

My signature below certifies that I have read and fully understand the statements above. I further understand and agree that as staff of Marion County, I have a duty, and will abide by policies, procedures and laws governing the preservation of confidential information. I understand that it is my responsibility to ask a Department Supervisor for clarification of the applicable policies, procedures and laws. When in doubt, I will not disclose any protected health information/confidential information without first consulting with a supervisor.

Nathaniel Kravitz  
Agent Name (Please Print)

MJK 7/8/19  
Agent Signature Date

\_\_\_\_\_  
Department Designee Date

Rev.: 03/13



**Marion County**  
OREGON  
Health & Human Services

## Workforce Separation of Service Client Health Information Statement

Client health information is confidential and protected by Oregon and federal laws. Marion County Health & Human Services, as a health care provider, is required to follow Oregon and federal laws regarding the protected health information of clients. Client health information that the Marion County Health & Human Services has created, used, disclosed or maintained in its official health care provider capacity is the property of the Marion County Health & Human Services.

Therefore, in addition to signing the *Marion County Health & Human Services Confidentiality Statement*, the workforce staff/agent agrees to the following Statement:

**“I will return all client health information to Marion County Health & Human Services upon separation of service with Marion County Health & Human Services, on or before the day of separation of service. I know that client health information to be returned includes the following, but is not limited to the following: all paper and electronic original and copied documents; client names; client addresses, client phone numbers; client schedules; client photographs; client correspondence and notes; health care provider notes; health care provider chart and medical records.**

**I understand and agree that under Oregon and federal law, I am required to keep client health information confidential following my separation from employment or service with Marion County.”**

**My signature below certifies that I have read and fully understand the statement above.**

Nathaniel Kavitz  
Agent Name (please print)

NK  
Agent Signature

7/8/19  
Date

H:\CARS\_Home\CONTRACT\Contract Forms\HR forms re contracts\Workforce Separation of Service form 2018.doc

Rev.: 06/18

Area: Personnel Health	<b>Marion County Health Department</b>	No. <b>2.43</b> 500.16 Page: 1 of 2
		10-12-04 Revised: March 9, 2011
<b>Subject:</b> Behavioral Health Documentation Policy	<b>Prepared by:</b> Scott Richards	<b>Approved by/Date</b> Roderick Calkins <i>Roderick P. Calkins</i>

**PURPOSE:** The purpose of documenting behavioral health services is to provide a written summary of the treatment modalities and interventions as described in the client's individual services and supports plan, to document a client's progress towards treatment and service goals and to provide written verification of services billed to third-party payers on behalf of a client.

**POLICY:** It is the policy of Marion County Health Department that Behavioral Health services will be documented by a qualified service provider for each service provided for or on behalf of a client. Documentation will also be provided any time a significant change occurs in a client's condition or any time significant client information is received that may impact treatment. Services that will be billed and/or reported as encounter data will reflect the Medicaid Rehabilitative Procedure Code or the Prevention, Education, & Outreach (PEO) Code definitions.

**DOCUMENTATION STANDARDS:**

1. Documentation for all clinical services/activities provided in a work week will be completed within five calendar days from the date of service.
2. Documentation will be accurate, complete and reflective of the Medicaid Rehabilitative Procedure Codes and PEO definitions applicable to each service area.
3. Style and composition of documentation will meet the requirements of current Oregon Administrative Rules, payor requirements and best practices relating to each service area.
4. Services will be provided and documented by direct services staff who meet the credentialing criteria specified by each Medicaid Rehabilitative definition.
5. Documentation will be legible and appropriate to applicable professional standards.
6. Documentation review will be included as part of each service area's utilization review process.
7. Each Behavioral Health service area will provide documentation training to direct service staff covering the policy, procedures, standards, acceptable practices, and service definitions.

Training will be the responsibility of the service area Clinical Supervisor. Training will be offered:

- a. Individually to a new staff person within 2 weeks of his/her hire date.
- b. To all service area staff whenever revisions or additions are made by the Office of Addictions and Mental Health, the Health Department, or the Mid-Valley Behavioral Care Network.

- c. After regularly scheduled utilization reviews for staff identified with deficiencies in documentation practices.

#### CHARTING PROCEDURE:

1. All formats used to document services will include the following information:
  - a. Staff ID - The ID number of the staff providing the service.
  - b. Subprogram - The subprogram (a 3-4 letter code) for the staff providing the service
  - c. Program - The program MHS is used for all Behavioral Health programs.
  - d. Client ID # - The unique client identification number assigned to the client upon enrollment.
  - e. Client Name - The client's first and last name as it appears in the electronic client information system.
  - f. Date - The date the service was delivered to the client.
  - g. Time - The time of day, using military time, that the service occurred.
  - h. Activity Code - The Health Department code used to identify the mental health rehabilitative or PEO service delivered.
  - i. Setting - The location where the service took place.
  - j. Duration - The amount of time, in minutes, it took to deliver the service.
2. The progress note section of service documentation will include:
  - a. The specific service provided.
  - b. The duration of the service provided.
  - c. The date on which the service was provided
  - d. The location of the service.
  - e. The signature and credentials of the person who provided the service.
  - f. Periodic reviews of progress toward intended outcomes, consistent with goals and timelines in the individual service/treatment plan.
  - g. Any significant events or changes in the individual's life circumstances, including mental status, treatment response and recovery status.
  - h. Any decisions to conclude or transfer service.
  - i. Unplanned services that deviate from the service plan shall be noted as such in the service note.
3. A Medication Administration Report (MAR) may be used by Behavioral Health Staff for documenting dispense of specified medications to clients. MARs documentation will be consistent with professional and community standards of care. Information will be added to a client's MAR at each medication dispense. MARs will be maintained in the clinical record or a Medication Book, consistent with applicable administrative rules, for residential programs.
4. Prescribers (LMPs and MDs) will submit dictation for each rehabilitative service or information needing to be added to the clinical record. The dictation will be transcribed using a medically approved format. The information contained in each Prescriber progress note will conform to standard medical practices.
5. An information-only progress note may be used to document information concerning a client that is important information to document but not a billable service. Information-only notes are not processed through Data Entry and are not entered into the electronic client information system. The notes will not generate billing or encounter data nor be included in data reports. Information-only progress notes are submitted directly for filing into the client's clinical record.

I have read and understand the above policy.

  
Signature

2

7/8/19  
Date