

Contract Review Sheet

Contract for Services

HE-6320-24

Title: MCHHS Crisis Services for Santiam Hospital Patient Screenings

Contractor's Name: Santiam Memorial Hospital

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Sandra Fixsen

Phone #: (503) 588-5409

Term - Date From: upon signatures

Expires: December 31, 2027

Original Contract Amount: \$ 120,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 120,000.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) Psychiatric Crisis Center (PCC) agrees to provide crisis services for Santiam Memorial Hospital. MCHHS PCC agrees to be available for face-to-face screenings, seven (7) days a week, from 9 pm until 8 am the next day, with no provision for phone screenings. PCC staff shall respond in person to the Hospital within two (2) hours of Hospital's request when a QMHP is available.

Desired BOC Session Date: 1/22/2025

Contract should be in DocuSign by: 1/1/2025

Agenda Planning Date: 1/9/2025

Printed packets due in Finance: 1/7/2025

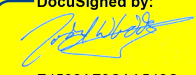
Management Update: 1/7/2025

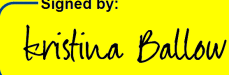
BOC upload / Board Session email: 1/8/2025


BOC Session Presenter(s) Debbie Wells

Code: Y

REQUIRED APPROVALS

DocuSigned by:  12/23/2024
 E4592AF8CAA542C...
 Finance - Contracts Date

Signed by:  12/27/2024
 A36C58E8870E42B...
 Contract Specialist Date

Signed by:  12/24/2024
 60C98A6E708240B...
 Legal Counsel Date

DocuSigned by:  12/24/2024
 DC46351248DE4EC...
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 01/22/25

Department: Health & Human Services

Title: MCHHS Crisis Services for Santiam Hospital Patient Screenings

Management Update/Work Session Date: 01/07/25 Audio/Visual aids

Time Required: 10 Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Seeking Approval of the contract with Santiam Memorial Hospital for PCC to provide crisis services.

Issue, Description & Background: Marion County Health & Human Services (MCHHS) Psychiatric Crisis Center (PCC) agrees to provide crisis services for Santiam Memorial Hospital. MCHHS PCC agrees to be available for face-to-face screenings, seven (7) days a week, from 9 pm until 8 am the next day, with no provision for phone screenings. PCC staff shall respond in person to the Hospital within two (2) hours of Hospital's request when a QMHP is available.

Financial Impacts: Total contract amount \$120,000.00.

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

List of attachments: Original Contract

Presenter: Debbie Wells

Department Head Signature: Ryan Matthews

**MARION COUNTY
CONTRACT FOR SERVICES
HE-6320-24**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Santiam Memorial Hospital, hereinafter called Hospital.

RECITALS

WHEREAS...Pursuant to ORS 430.630 and MCPCR 50-0160 the County enters into this contract to provide medical services to Marion County Clients for public health services.

County agrees to perform, and Hospital 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 **December 31, 2027**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2029.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to County under this Contract, which includes any allowable expenses, is **\$120,000.00**. Hospital will not pay County 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 County performs Work subject to the amendment.
- B. Interim payments to County shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, Hospital's payments to County under this agreement will be paid in whole within 45 days of invoice receipt.

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and Hospital agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Failure of Hospital or 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.

- B. Any violation shall entitle 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:

- i. Termination of this Contract, in whole or in part; and
- ii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Hospital'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.

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

4. TIME IS OF THE ESSENCE

County agrees that time is of the essence in the performance of this Contract.

5. FORCE MAJEURE

Neither County nor Hospital 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. County and Hospital shall, however, make all reasonable efforts to remove or eliminate the cause of County or Hospital's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County or Hospital may terminate this Contract upon written notice to either party after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

6. ACCESS TO RECORDS

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

7. CONFIDENTIALITY OF RECORDS

- A. County and Hospital shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County or Hospital for any purpose not directly connected with the administration of County's or Hospital's responsibilities under this Contract except upon written consent of County and Hospital, and if applicable, the employee, client, applicant or person.
- B. County and Hospital shall ensure that its agents, employees, officers, and subcontractors with access to County and Hospital records understand and comply with this confidential provision.
- C. If County receives or transmits protected health information, County shall enter into a Business Associate Agreement with Hospital, 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.

8. INDEMNIFICATION AND INSURANCE

- A. County and Hospital shall defend, save, indemnify, and hold harmless each other, and each other's 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 each other, and each other's officers, employees, subcontractors, or agents under this Contract. The indemnifying party shall have control of the defense and settlement of any claim that is subject to this section. However, neither the indemnifying party nor any attorney engaged by the indemnifying party shall defend the claim in the name of the other party or any department of the other party, nor purport to act as legal representative of the other party or any of its departments, without first receiving from the other party's legal counsel authority to act as legal counsel for the other party, nor shall the indemnifying party settle any claim on behalf of the other party without the approval of the other party's legal counsel. Either party may, at its election and expense, assume its own defense and settlement.
- B. 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.

9. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Hospital, by mutual written agreement, may terminate this Contract for any reason on 30 days written notice to either party.
- B. Either County or Hospital 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.

10. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 9, payment shall be made as follows:

- A. If terminated under 9A for the convenience of County, Hospital shall pay County for Work performed prior to the termination date if such Work was performed in accordance with the Contract. Hospital shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim Hospital may have against County.
- B. If terminated under 9B by County due to a breach by Hospital, then Hospital shall pay County for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

11. INDEPENDENT CONTRACTOR

- A. County is a political subdivision of the State of Oregon, retains sole and absolute discretion over the manner and means of carrying out County’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 County is acting as an “independent contractor” and is not an employee of Hospital. As an “independent contractor”, County will not receive any benefits normally accruing to Hospital employees unless required by applicable law. Furthermore, County is free to contract with other parties for the duration of the Contract.

12. 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 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 County according to law.

13. OWNERSHIP AND USE OF DOCUMENTS

All material prepared by Hospital and County under this Contract may be subject to Oregon’s Public Records Laws.

14. NO THIRD-PARTY BENEFICIARIES

- A. County and Hospital 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.

15. 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.

16. 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.

17. 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.

18. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If Hospital breaches this Contract, County’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which County is entitled.

19. 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 Hospital or County at the address or email set forth below or to such other addresses or emails 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 Hospital:
Santiam Memorial Hospital
dturrell@santiamhospital.org
1410 N 10th Ave
Stayton, OR, 97383

To County
Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309

20. 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, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, and 22.

21. 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.

22. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

- A. Anticipated Amendments
This is anticipated to be amended for the following reasons:
 - i. To add additional terms and add funds to cover those additional terms.

ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

C. County Services rendered in the performance of Hospital's obligations under this Contract, shall be provided to Hospital 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.

23. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR


The undersigned certifies under penalty of perjury both individually and on behalf of Hospital is a duly authorized representative of Hospital, has been authorized by Hospital to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Hospital.


**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

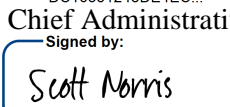
Chair Date

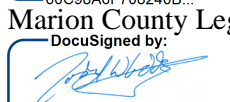
Commissioner Date

Commissioner Date

Authorized Signature:  DocuSigned by: Ryan Matthews 7D28A787656F458... 12/23/2024

Authorized Signature:  DocuSigned by: Jan Fritz DC16951248DE4EC... 12/24/2024

Reviewed by Signature:  Signed by: Scott Morris 60C96A6F708240B... 12/24/2024

Reviewed by Signature:  DocuSigned by: Marion County Legal Counsel E4592AF8CAA542C... 12/23/2024

Marion County Contracts & Procurement Date

SANTIAM MEMORIAL HOSPITAL SIGNATURE

Authorized Signature: _____ Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

County shall perform Services as described below.

A. GENERAL INFORMATION.

The County's Psychiatric Crisis Center (PCC) agrees to provide crisis services for Hospital.

i. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

County PCC agrees to:

- a. Provide mental health screening services to patients at Santiam Health in the Emergency Department (ED) upon request of Hospital staff.
- b. May be able to provide mental health screenings in other areas of the hospital upon request.
- c. Mental health screenings provided by Qualified Mental Health Professionals (QMHP) who are either licensed or credentialed by the Mental Health and Addiction Certification Board of Oregon (MHACBO) and compliant with related Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR).
- d. Be available for face-to-face screenings, seven days a week, from 9:00 pm (PST) until 8:00 am (PST) the following day, with no provision for phone screenings.
- e. Respond in person to Hospital within two hours of Hospital's request as long as there is a QMHP available and weather/road conditions allow.
- f. Make recommendations based on their expertise to the Hospital staff.
- g. Ensure that all required Electronic Health Record (EHR) system documentation is completed prior to leaving the ED.

Hospital agrees to:

- a. Assist County in care coordination and connecting patient to/with available County resources as agreed to by both parties.
- b. 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.
- c. Pay County \$250.00 per assessment for ED screening services for patients at the hospital.
- d. Provide County with access to its EHR system. This access will facilitate the completion of necessary behavioral health evaluation documentation, detailing the services provided, the patient's disposition, and the recommended plan in cases where discharge is not finalized.
- e. Treatment and/or inpatient hospitalization arrangements will be completed by Hospital staff.

- B. **SPECIAL REQUIREMENTS.** County 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.

County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County 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 County's industry, trade or profession.

2. COMPENSATION

The total amount available for payment to County under Exhibit A, section 2.A and for authorized reimbursement to County under Exhibit A, section 2.C is **\$120,000.00**.

- A. **FIXED PRICE PER DELIVERABLE AND GOODS:** Hospital shall pay County a flat rate of \$250 for each PCC personnel response to Hospital for a patient in need of a mental health screening/evaluation.
- B. **BASIS OF PAYMENT FOR SERVICES.** Hospital shall pay County monthly progress payments.

Invoice payments will be sent to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Hospital.

Marion County
Attn: Health and Human Services, Accounts Payable
Email: HealthAP@co.marion.or.us
3160 Center St NE
Salem, OR 97301

- C. **EXPENSE REIMBURSEMENT.** Hospital will not reimburse County for any expenses under this Contract.
- D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this Contract, failure of County 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 days after written notice is given by Hospital to County, and shall continue until County submits required reports, performs required services or establishes, to Hospital's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of County.
- E. **INVOICES.** County shall send all invoices to Hospital at the address specified below.

Santiam Memorial Hospital
Attn: Pam Hellman
phellman@santiamhospital.org
1401 N 10th Ave
Stayton, OR 97383