

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made between Ashland Community Healthcare Services, Inc. dba Ashland Community Hospital (“ACH”) and the Ashland, Oregon Police Department (“APD”).

Section 1. Effect of MOU

This MOU is non-binding and is intended only to coordinate and facilitate cooperation between the parties to advance the actions described herein. This MOU is not intended to and does not create a contract or any right or benefit, procedural or substantive, enforceable at law or equity by or against either party. This MOU will not be construed to create a partnership, joint venture or employment relationship between ACH and APD. No employee or agent of APD will represent himself/herself to be an employee or agent of ACH or enter into any agreement on ACH’s behalf or in ACH’s name. APD will retain full control over the manner in which the services contemplated herein are carried out and APD’s employees and agents will not be entitled to workers’ compensation, retirement, insurance or other benefits afforded to employees of ACH.

Section 2. Services

The parties will use their best efforts in working collaboratively and in good faith to effectuate the services described in Exhibit A (“Services”) in accordance with the terms and conditions of this MOU. APD will perform Services in a professional manner in compliance with all applicable laws and regulations and all standards and rules reasonable established by ACH from time to time.

Section 3. Term and Termination

This MOU will be effective for a period of one year beginning January 1, 2012 unless earlier terminated by mutual consent of both parties or at any time by either party with thirty (30) days written notice.

Section 4. Compliance With Laws

APD will comply with all federal, state and local laws, ordinances, regulations and orders with respect to its performance of Services.

Section 5. No Conflicting Obligations

- 5.1 Other Agreements. APD’s performance of this MOU will not violate any other employment, nondisclosure, confidentiality, consulting or other agreements or commitments to which APD is a party or by which APD may be bound.
- 5.2 Confidential Information. Except when Oregon Public Records Law, ORS Chapter 192, provide otherwise, APD will maintain the confidentiality of any confidential proprietary information provided to or obtained by APD in performing Services under this MOU. If APD as a result of the work it is performing under this MOU obtains information that ACH has in the past or is presently in violation of any federal, state or local law, regulation or order APD will promptly notify ACH and shall not otherwise use or disclose such information except as provided herein.
- 5.3 APD will not use, in the performance of Services or creation of any Proprietary Materials, or disclose to ACH any confidential or proprietary information of any other person if such use or disclosure would violate any obligation or duty that APD owes to such person. APD’s compliance with this Section will not prohibit, restrict or impair APD’s performance of Services and its other obligations and duties to ACH.

Section 6. Notices

When required by terms of this MOU, the parties will give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid or by generally recognized electronic service to the following addresses:

To ACH: Ashland Community Hospital
Chief Nursing Officer
280 Maple Street
Ashland, OR 97520

To APD: Ashland Police Department
1155 East Main Street
Ashland, OR 97520

Section 7. Confidentiality of Patient Records

APD will hold all individually identifiable patient health information (“Protected Health Information”) that may be shared, transferred, transmitted or otherwise obtained pursuant to this MOU strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care information. APD will make every reasonable effort to comply with any regulations, standards or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including those provisions listed below. The APD may use and disclose Protected Health Information when necessary for APD’s proper management and administration (if such use of disclosure is necessary) or to carry out APD’s role under this MOU. Specifically, APD will (1) maintain safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as provided herein; (2) mitigate, if possible, any harmful effect known to APD of a use or disclosure of Protected Health Information by APD; (3) ensure that any subcontractors or agents to whom it provides ACH’s Protected Health Information will agree to the same restrictions and conditions that apply with respect to such information; (4) make available respective internal practices, books and records relating to the use and disclosure of V received from ACH to the Department of Health and Human Services or its agents; (5) incorporate any amendments or corrections to V when notified by ACH that the information is inaccurate or incomplete; (6) return or destroy all Protected Health Information received from ACH that APD still maintains in any form and not retain any such Protected Health Information in any form upon termination or expiration of this MOU, if feasible or, if not feasible, APD agrees to limit any uses of ACH Protected Health Information after this MOU’s termination or expiration to those specific uses or disclosures that make it necessary for APD to retain the information; (7) ensure applicable policies are in place for providing the Protected Health Information to ACH to satisfy an individual’s request to access their information; (8) report to ACH any use or disclosure of Protected Health Information which is not provided for in the MOU; and (9) make Protected Health Information available to ACH as requested to provide an accounting of disclosures to an individual who is the subject of the information, to the extent required by HIPAA.

Ashland Community Healthcare Services, Inc.
dba Ashland Community Hospital

Ashland Police Department
Ashland, Oregon

By: _____

By: _____

[PRINT Name & Title]

[PRINT Name & Title]

Date: _____

Date: _____

EXHIBIT "A"

SERVICES

1. A physician taking a person into custody pursuant to ORS 426.23 at Ashland Community Hospital ("ACH") approved under OAR 309-033-0550, for the purpose of transport to an approved holding hospital or non-hospital facility, shall detain the person for no more than twelve (12) hours and during that time shall:
 - a) Authorize the person for transportation to an approved hospital and provide transportation according to the agreement required under OAR 309-033-0550; or
 - b) Release the person, if the physician determines that the person no longer is dangerous to self or others.
2. The Jackson County Mental Health Services Director may direct, pursuant to the provisions of ORS 426.233(1), Ashland, Oregon Police Department ("APD") or an approved secure transport provider to take into custody a person who is dangerous to self or others and in need of immediate care, custody or treatment for mental illness. APD may take a patient to ACH or Rogue Valley Medical Center as directed by Jackson County Mental Health.
3. When transferring a person in custody to an authorized person, the peace officer shall deliver the Physician Order: 12-Hour Hold/Involuntary Transport Form required to the authorized person.
4. Transportation to a hospital or non-hospital facility: The peace officer or approved secure transport provider shall obtain a Physician-Certified EMTALA Form from a physician prior to transporting the person if the person's condition, in the opinion of the physician, meets all of the following requirements:
 - a) The travel will not be detrimental to the person's physical health;
 - b) The person is dangerous to self or others; and
 - c) The person is in need of immediate care or treatment for mental illness.
5. APD will be responsible for transports to Medford if an APD officer is available for the transport. ACH will be responsible for arranging transports beyond Medford or in situations where APD does not have an officer available.
6. ACH and APD will each appoint an acute care liaison to resolve difficulties, facilitate positive communication and improve procedures for access to and collaboration of care.
7. Given the requirement to notify the receiving hospital of inter-hospital transfer, it is expected that arrangements will be in place for prompt acceptance of the patient, such that APD are not unduly delayed awaiting medical processing.