

This AGREEMENT is by and between the Oregon Health & Science University located at 3181 SW Sam Jackson Park Road Portland, Oregon, 97239 (hereinafter referred to as the UNIVERSITY) and Yamhill County Public Health Division located at 412 NE Ford Street, McMinnville, OR 97128 (hereinafter referred to as COLLABORATOR).

**Witnesseth:**

Whereas, DHHS Health Resources and Services Administration, (hereinafter referred to as HRSA), has awarded the Oregon Health Authority (hereinafter referred to as OHA) Grant Number B04MC06604; and

OHA has awarded UNIVERSITY Subaward number 143021 for support for the **Title V MCAH Block Grant Program** (hereinafter referred to as the PROGRAM);

Whereas, UNIVERSITY is committed to using its own funds outside of the awarded amount to fulfill commitment to HRSA of matching funds under the OHA Contract 143021, and the funds for this AGREEMENT are from UNIVERSITY funds and not from direct federal funds;

Whereas, UNIVERSITY and COLLABORATOR wish to cooperate in the completion of work on the project titled "Oregon Care Coordination Program: CaCoon" (hereinafter referred to as PROJECT);

Whereas, COLLABORATOR and UNIVERSITY desire this AGREEMENT and the work to be performed under it to fully comply with:

- All applicable administrative requirements, cost principles and other pertinent Federal laws, rules and regulations; including but not limited to the following (as applicable per COLLABORATOR type):
  - A-87 – Cost Principles for State, Local, and Indian Tribal Governments
  - A-21 – Cost Principles for Educational Institutions
  - A-122 – Cost Principles for Non-Profit Organizations
  - A-110 – Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

Now therefore, the parties agree to the following conditions:

**Article 1. AGREEMENT TYPE**

This AGREEMENT is cost-reimbursable with payments based on a quarterly payment schedule

**Article 2. SCOPE OF WORK**

COLLABORATOR shall utilize the funds to complete the PROJECT Goals as identified in **Attachment A, Scope of Work and Attachment B, Promotora Services Scope of Work, Attachment E, Babies First and CaCoon Risk Factors (A Codes and B Codes)** in accordance with **Attachment C, Use of Allotment Funds**. COLLABORATOR shall meet the standards of performance as identified in **Attachment D, Minimum Standards of Program Performance**. The conditions of Eligibility Criteria in **Attachment A** shall also be met by COLLABORATOR when admitting clients into the PROJECT.

**Article 3. PERIOD OF PERFORMANCE**

The period of performance of this AGREEMENT shall be **10/01/2014-09/30/2015**. The Period of Performance may be modified upon mutual agreement by UNIVERSITY and COLLABORATOR.

**Article 4. ESTIMATED COST AND EXPENDITURE LIMITATION**

The maximum award available for the period from 10/01/2014-09/30/2015 is \$24,000.00.

Estimated Cost and Expenditure Limitation may be increased or decreased at the discretion of the UNIVERSITY dependent on levels of funding provided by OHA under Subaward 143021. Such adjustment will be implemented by way of an amendment executed by both parties.

**Article 5. BUDGET & ALLOWABLE EXPENDITURE**

Funds awarded under this AGREEMENT are required to be compliant with **Appendix C**, and are to be utilized to accomplish the objectives and produce the deliverables related to this PROJECT. All costs incurred shall support the objectives of the PROJECT described herein.

**Article 6. PROJECT PERSONNEL**

The Principal Investigator for UNIVERSITY is **Marilyn Sue Hartzell**, who is responsible for coordinating the research efforts under this PROJECT. The Principal Investigator for COLLABORATOR is **Patricia Seemueller**, who is responsible for coordinating the research efforts under this project. Neither UNIVERSITY's nor the COLLABORATOR's Principal Investigator is authorized to amend or alter this AGREEMENT. Any amendments or alterations must be approved by the written mutual agreement of the parties hereto.

**Article 7. TERMS OF PAYMENT & INVOICING**

COLLABORATOR shall submit invoices to UNIVERSITY per the quarterly payment schedule, below, for reimbursement of all allowable direct and indirect costs, as per the applicable cost principles and as described in **Attachment C**, to [spasub@ohsu.edu](mailto:spasub@ohsu.edu).

**PAYMENT SCHEDULE:**

- (1) Initial Payment of \$4,800.00, payable upon execution of this Agreement and receipt of invoice on or after 10/1/2014.
- (2) Second Payment of \$4,800.00, payable upon invoice on or after 1/1/2015.
- (3) Third Payment of \$4,800.00, payable upon invoice on or after 04/1/2015.
- (4) Fourth Payment of \$4,800.00, payable upon invoice on or after 7/1/2015.
- (5) Final Payment of \$4,800.00, payable upon invoice and acceptance by UNIVERSITY of COLLABORATOR's Financial Report on or after 09/30/2015.

Invoices shall be submitted in accordance with the instructions provided. Invoices that do not include the details requested below may be returned for correction and re-submission.

The COLLABORATOR IS REQUIRED to include the following minimum

information on invoices:

- (A) COLLABORATOR's name and invoice date;
- (B) AGREEMENT Number – 1004395\_Yamhill\_CaCoon;
- (C) Description and price of services actually rendered;
- (E) Name, title, phone number, and mailing address of responsible official to whom payment is to be sent; and
- (G) The Internal Revenue Service Taxpayer Identification Number.

The final invoice clearly marked "FINAL" must be received no later than 45 days after the end date of the AGREEMENT, and must include a Financial Report a format sufficient to document allowable expenses.

Failure to comply with these requirements, including the inclusion of the Financial Report, may result in nonpayment of the final invoice.

#### **Article 8. NOTICES**

All notices required to be given under this AGREEMENT shall be in writing and sent to the party as indicated below:

TO UNIVERSITY

Jen Raupp,  
Subaward Grants & Contracts Administrator  
Oregon Health & Science University  
3181 SW Sam Jackson Park Road  
L106OPAM  
Portland, OR 97239-3098  
Phone: 503.494.2379  
Email: rauppj@ohsu.edu

TO COLLABORATOR

Lindsey Manfrin  
Yamhill County Public Health Division  
412 NE Ford Street  
McMinnville, OR 97128  
Phone: 503-434-7525  
email: manfrinl@co.yamhill.or.us

#### **Article 9. TERMINATION**

This AGREEMENT may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice. This termination must be in writing and delivered by certified mail or in person.

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

#### **Article 10. INSPECTION**

COLLABORATOR agrees to maintain financial records, in accordance with generally accepted accounting practices and applicable OMB policies and regulations, which

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clearly identify and describe the nature and type of all costs on the project and establish the COLLABORATOR's right to reimbursement. All costs will be subject to audit by the UNIVERSITY's Financial Officer. From time-to-time, UNIVERSITY will conduct desk audits.

COLLABORATOR agrees to comply with requests for information in a timely manner when selected for audit.

**Article 11. INDEPENDENT CONTRACTOR**

The COLLABORATOR is an independent contractor. No provision of this AGREEMENT shall be deemed to constitute the COLLABORATOR or any agent or employee of the COLLABORATOR as an agent or employee of the UNIVERSITY. The COLLABORATOR agrees that it has entered into this AGREEMENT and will discharge its obligations, duties, and undertakings and the work pursuant thereto whether requiring professional judgment or otherwise as an independent COLLABORATOR and without liability on the part of the UNIVERSITY.

**Article 12. INDEMNIFICATION**

To the extent permitted by state law, the COLLABORATOR agrees to defend, indemnify, and hold the UNIVERSITY and its officers, employees, and agents, harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claim for injury or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligent or intentional acts of the COLLABORATOR.

The UNIVERSITY agrees to defend, indemnify, and hold the COLLABORATOR and its officers, employees, and agents, harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claim for injury or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligent or intentional acts of the UNIVERSITY.

**Article 13. ATTRIBUTION**

Neither party may produce any book, article or paper based upon or arising from the activities conducted under this AGREEMENT without (1) providing a copy of the book, article or paper to the other party and (2) attributing, in the book, article or paper, the contributions of the other party to the activities conducted under this Agreement or obtaining written permission from the other party to forego such attribution.

**Article 14. OWNERSHIP OF DELIVERABLES**

COLLABORATOR and UNIVERSITY shall jointly own all materials produced or required to be delivered under this AGREEMENT. UNIVERSITY and COLLABORATOR hereby grant to HRSA, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the materials produced, and to authorize others to do the same.

**Article 15. USE OF NAME**

Neither party shall use the name of the other party or that party's employees, agents or assigns in any form of advertisement or publicity, or Internet sites, without first obtaining the other party's written approval for such use.

**Article 16. MODIFICATIONS**

The parties agree that the terms and provisions of this AGREEMENT shall be modified in writing and executed by the parties hereto, to reflect any additional requirements or changes mandated by HHS as a condition of receiving the grant, or as a result of changes to the guidelines promulgated by the HHS for the participants of consortium grants.

**Article 17. SECOND TIER AGREEMENTS**

COLLABORATOR shall not enter into any Second Tier Agreements to allocate any portion of the funds or Scope of Work described in this AGREEMENT.

**Article 18. CERTIFICATIONS**

Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, COLLABORATOR shall comply and, as indicated, cause all sub-contractors to comply with the following federal requirements to the extent that they are applicable to this AGREEMENT, to COLLABORATOR, to the PROGRAM or to the PROJECT, or to any combination of the foregoing. For purposes of this AGREEMENT, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Agency shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so

incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, HHS and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** Agency shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
5. **Truth in Lobbying.** The Agency certifies, to the best of the Agency's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

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Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
6. **HIPAA Compliance.** OHA is a Covered Entity for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and in accordance with OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. Agency shall determine if Agency will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that Agency will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, OHA as specified in the Agreement, Agency shall comply and cause all subcontractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and OHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 *et. seq.*, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at

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<https://apps.state.or.us/Forms/Served/DE2090.pdf> or may be obtained from OHA.

- b. **Data Transactions Systems.** If Agency intends to exchange electronic data transactions with OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Agency shall execute an EDI Trading Partner Agreement with OHA and shall comply with OHA EDI Rules.
  - c. **Consultation and Testing.** If Agency reasonably believes that the Agency's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Agency shall promptly consult the OHA Information Security Office. Agency or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
7. **Resource Conservation and Recovery.** Agency shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Audits.**
- a. Agency shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
  - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. Non-profits, hospitals, colleges and universities must follow 2 CFR Part 215. Sub-recipients shall monitor any organization to which funds are passed for compliance with CFR and OMB requirements.
9. **Debarment and Suspension.** Agency shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise

excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. **Drug-Free Workplace.** Agency shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace:
  - (i) Agency certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Agency's workplace or while providing services to OHA clients. Agency's notice shall specify the actions that will be taken by Agency against its employees for violation of such prohibitions;
  - (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
  - (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above;
  - (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction;
  - (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
  - (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above;
  - (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above;
  - (ix) Neither Agency, or any of Agency's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA

clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

11. **Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).
12. **Medicaid Services.** Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a (a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.d.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).
13. **Agency-based Voter Registration.** If applicable Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for

public assistance.

**14. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (A) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or off any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; ((4) the name of any other provider, fiscal agent or managed care entity in which an owners of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. COLLABORATOR shall make the disclosures required by this Section 14, to UNIVESRITY. UNIVESRITY reserves the right to take such action required by law, or where UNIVESRITY has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent

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or managed care entity.

15. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the PROGRAM under this AGREEMENT, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to OHA. The COLLABORATOR agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the SCOPE OF WORK, and to authorize others to do so, for Federal Government purposes with respect to:
  - i. The copyright in any work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a county purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

ALL ATTACHMENTS REFERENCED ARE HEREBY MADE A PART OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN UNIVERSITY AND COLLABORATOR. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF BOTH ORGANIZATIONS.

Approved and Agreed:  
Yamhill County  
Public Health Division

Oregon Health & Science University

By: Allen Springer  
Allen Springer  
Chair, Board of Commissioners

Charles Resare  
Charles Resare  
Policy & Financial Compliance Manager

Date: 10-30-14

Date: 11-7-14

Approved As To Form  
by Christian Boenisch  
Christian Boenisch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on  
10-30-14 by Board Order  
# 14-646

## ATTACHMENT A – SCOPE OF WORK

### **Oregon Care Coordination Program: CaCoon**

#### **A. Specifications of the Program**

This section provides specifics of the CaCoon Program that define its population, eligibility, program purpose and activities. CaCoon is a statewide public health nurse home visiting program that focuses on community-based CAre COordination for families with children, birth to 21 years, with special health needs.

*The CaCoon Program provides LHDs an opportunity to contract with OCCYSHN to provide CaCoon services with practice and evidence-based program standards; technical and professional supports to achieve CaCoon contract standards with fidelity; and, a State Plan Amendment supported program which allows an additional LHD funding stream through TCM reimbursement.*

1. The definition of the program population to be served is:

*“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”*

2. CaCoon Program Eligibility

- a. Age Eligibility: The CaCoon program serves children birth through 20 years of age.
- b. Diagnostic/Condition eligibility is outlined in the “B” column of the A and B Code Eligibility List (**See attached**). Public health nurses may use their professional judgment if a child has a chronic health condition or disability that is not specifically identified in the list by assigning risk code “B90-other chronic conditions.”

3. Financial Eligibility

- a. The CaCoon program is open to all children regardless of child or family insurance status or income.

4. CaCoon Program Purpose

- a. Ensure PHN home visiting-based care coordination services are available to qualifying Oregon children with special health care needs and their families.
- b. Provide specialized training, resources and consultation to LHDs and PHNs providing CaCoon care so they will be knowledgeable and confident resources for families and community partners

5. CaCoon Program Goals

- a. Identify children/youth, birth to 21, with special health care needs meeting CaCoon eligibility guidelines who are in need of home-based, community-based care coordination.

- b. Assist families to set goals and gain skills needed to become as independent as possible in caring for, or coordinating care for, their child(ren).
- c. Promote efficient use of the health care system including the development of effective care teams.
- d. Encourage development of actionable care plans that are used across the continuum of care.
- e. Assure access to health care
- f. Assist families to obtain, process, and understand health information to make informed decisions about health care.
- g. Promote well-being of CYSHN and their families.

Advocate for the child and family with providers and agencies

**B. Responsibilities of all PHNs providing CaCoon services:**

- a. Participate in orientation and other educational opportunities related to CaCoon practice.
- b. Lead or participate in efforts to identify children and youth who are in need of home visiting with community-based care coordination.
- c. Identify and act upon learning goals to continuously improve practice
- d. Conduct accurate assessments of child/family strengths and needs.
- e. Work with healthcare team members, including families, to develop actionable, effective plans of care.
- f. Enter data per the CaCoon program guidelines into the ORCHIDS data system.
- g. Learn about and access local resources.
- h. Coordinate and/or monitor delivery of health care and other services as needed.
- i. Adhere to Oregon State Board of Nursing requirements in working with Unlicensed Assistive Personal (Promotora, Community Health Workers).

**C. Responsibilities of Local Health Department and other entities implementing CaCoon**

- 1. Assure standards are met by each nurse or others working with CaCoon clients.
- 2. Provide supports for work space and access to community.
- 3. Enter CaCoon encounter data into the ORCHIDS Database.
- 4. Assure CaCoon service through participation in State and local efforts to leverage funds and provide service to this population (e.g. Targeted Case Management and Medicaid Administrative Match and service agreement with CCOs to provide CaCoon services
- 5. Provide adequate supervisor supports related to scheduling and staff reflection for attaining program goals and personal growth for CaCoon staff.
- 6. Implement a Triage system

**D. Promotora Program**

- 1. Perform CaCoon nurse responsibilities as outlined in the CaCoon Promotora Guidelines (**See Attachment B**).
  - a. Collect, report and maintain data for OCCYSHN as directed

**E. Responsibilities of the Local Health Department in implementing the CaCoon program include assuring the following functions relative to:**

1. OCCYSHN/CaCoon Program:
  - a. Participate in OCCYSHN special initiatives, program planning and coordination of these services for children residing in their county.
  - b. Receive and disseminate all communication from OCCYSHN.
  - c. Attend OCCYSHN sponsored in-service training or designate a PHN replacement.
  - d. Share and disseminate OCCYSHN resources (e.g. new library books).
  - e. Provide quality assurance of CaCoon program standards for all families served by data monitoring, chart review, technical assistance/consultation and/or training.
  
2. Local Health Department/Other contracting entities' staff:
  - a. Be available as a resource to other health, education and community service providers regarding children with special health needs.
  - b. Share OCCYSHN resources, tools and special training.
  
3. Local community (service area):
  - a. Assure the needs of the population are represented in community planning as available.
  - b. Be a resource regarding children with special health needs.
  - c. Assure CaCoon is represented on the Local Interagency Coordinating Council (LICC), Early Childhood Team (ECT), or combined LICC/ECT within Local County for the purposes of representing the needs of children with special health needs and their families.
  - d. Assist in community process to identify needs and resources for CYSHN.
  - e. Participate in multidiscipline team processes for CYSHN as either a member or a resource to a child's Community Health Team. (E.g. Community Connections, other service coordination teams for CYSHN or PHN clients).

ATTACHMENT B – Promotora Services Scope of Work

**Oregon CaCoon (Care Coordination) Program: Promotora Services**

**Responsibilities of the public health nurse in counties where Promotora services are funded:**

**Marion, Jackson, Hood River and Malheur counties**

The CaCoon Program sponsors a **Health Promotora** in selected counties to address health care disparities, as well as provide more culturally appropriate care coordination for the Latino population with children and youth with special health needs

**Responsibilities of the public health nurse working with the Health Promotora:**  
The CaCoon Nurse will provide direction and oversight to the **Health Promotora** when carrying out the plan of care for a child/family.

The nurse is responsible for:

- Orientating the Health Promotora to the CaCoon Program and to state and community services for children with special health needs;
- Conducting all child and family health assessments;
- Implementing the home visit protocol;
- Assuring CaCoon program standards are met. (See Protocol for the CaCoon Nurse and Health Promotora).

The CaCoon Nurse directs the work of the Promotora and initiates weekly meetings to monitor the plan of care.

The CaCoon Nurse will meet face-to-face with the family no less than every three months and document her assessments/evaluation of the progress or redevelopment of the plan to meet the client's needs. The frequency of home visiting must be related to the complexity of needs assessed through TIER and other tools.

**Responsibilities of the Health Promotora:**

The CaCoon Health Promotora will work under the direction of the CaCoon Nurse to provide services to the target population (Attachment D). The Health Promotora promotes health behaviors and helps families access and coordinate health and related services.

**Health Promotora Interventions include (but may not be limited to):**

- Participates as a member of the health team;
- Conducts outreach activities to identify families needing services;
- *Visits families in their homes;*
- Assists the CaCoon Nurse to identify individual and family needs;
- Monitors, evaluates, and modifies care coordination plan with the family and under the direction of the CaCoon Nurse Links families with appropriate services;
- Assists families to arrange for supports to access health and related services, e.g., transportation and interpretation services;
- Advocates for the child's and family's needs;

- Acts as a liaison and source of information between the family and service providers by translating and interpreting if necessary;
- Collaborates with other community agencies and service providers;
- Participates in CaCoon orientation and continuing education opportunities;
- Assists in the development of educational materials;
- Participates on community coalitions, committees and other appropriate groups;
- Collects data and reports activity.

**Protocol for the CaCoon Nurse and Health Promotora**

1. The CaCoon Nurse makes the initial and subsequent home visits on all new referrals to complete child health and family assessment, OR this/these visits may occur jointly with the CaCoon Nurse and the Health Promotora.

2. A nurse care plan is developed by the CaCoon Nurse in collaboration with the family in which:

- a. Strengths and needs are identified,
- b. Level of service is determined, and
- c. Involvement/role of the Health Promotora is defined, including frequency of visits by PHN and the Promotora.

3. The Health Promotora carries out the activities of the care plan that are not within the exclusive domain of nursing practice as indicated by Oregon Nurse Practice Law. The CaCoon Nurse and Health Promotora review cases on a weekly basis to:

- a. Conduct chart reviews and review the plan of care.
- b. Review interventions performed by the Health Promotora.
- c. Identify additional training needs for the Promotora and develop a plan for meeting them.

4. The CaCoon Nurse should be available by phone during work for consultation with the Promotora. If the child's health or family circumstances change, the Promotora will consult with the PHN who will decide if additional assessment is necessary.

5. A joint home visit with the CaCoon Nurse and Health Promotora is completed at least quarterly for evaluation and reassessment of the plan.

ATTACHMENT C – USE OF ALLOTMENT FUNDS [Section 504]

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.  
Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

Matching funds under MCH Block Grant funds may not be transferred to other block grant programs or used as matching commitment under other federal awards.

ATTACHMENT D – MINIMUM STANDARDS OF PROGRAM PERFORMANCE

**Oregon Care Coordination Program: CaCoon  
Minimum Standards of Program Performance**

1. The local health department will assure initial contact with CaCoon referrals within 10 business days of receiving referral into the LHD referral system. Initial contact may be by telephone or other means.

***This standard will be assessed through assurance by the CaCoon Nurse Supervisor.***

2. As needed, the local health department (LHD) will establish and maintain a triage system that prioritizes the most vulnerable children with special health needs. Priority will be given to families with:

- a. A newborn with a chronic condition and/or disability.
- b. A newly diagnosed infant/child with a chronic condition and/or disability.
- c. Children with increased nutrition risk (e.g., children with congenital cardiac defects, cleft lip and palate, and cystic fibrosis).
- d. Families of children with a special health need who report difficulty accessing or coordinating their child's care and services.

***This standard will be assessed by:***

- ***Review of LHD policies regarding referrals during the annual site reviews***
- ***Provision of a written statement or policy describing the LHD triage system and the prioritized population.***

3. The LHD CaCoon program meets a minimum number of contacts per year. Each LHD is given the target number of annual contacts expected: 60

***This standard will be assessed by a review of the ORCHIDS (or Oregon Home Visiting Data System, as brought online) data reports for the LHD and the annual contacts report.***

4. Families who are part of the CaCoon Nurse's active caseload receive home visits on a frequency related to their assessed need. Tier Level will be considered when determining frequency of visits (Consult CaCoon manual).

***This standard will be assessed through data contained within the ORCHIDS data system, or Oregon Home Visiting Data System as brought online.***

5. All PHNs serving CaCoon clients perform or assure that children and their families receive the following minimum assessments:

- a. Tier Level Assessment using the specific CaCoon Tier Level Tool.
- b. Family assessment, including strengths and needs
- c. Child assessments, including:
  - i) Developmental
  - ii) Physical health, including vision and hearing assessment, to include monitoring of vision and hearing (includes follow-up of hearing

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- results from the newborn screening including hearing and vision screening).
- iii) Nutrition
  - iv) Safety

***This standard will be monitored through chart review.***

6. All PHNs serving CaCoon clients will develop, or assure the development, of an actionable plan of care which reflects evidence of effective coordination with members of the health care team including the family, to develop an actionable plan of care which reflects the continuum of care.

***This standard will be monitored through chart review.***

7. The care plan will demonstrate evidence of:
- a. Cultural and linguistic competency
  - b. Risk stratification (tier level)
  - c. Parent/family partnership, including goal setting.
  - d. Collaboration with the broader health care team. The team centers on the family, and may include:
    - i) PCPCH or other primary care practice
    - ii) F2F HIC
    - iii) CCN
    - iv) Medical specialists
    - v) CCO Intensive Case Manager
    - vi) Social Security
    - vii) Developmental Disabilities
    - viii) Mental Health Services
    - ix) Education, including Special Education, EI, ECSE
    - x) Housing support
    - xi) Transportation support

***This standard will be monitored through chart review.***

8. Encounter data for every CaCoon visit will be entered into the ORCHIDS database, or Oregon Home Visiting Data System when brought online, according to OHA standards.

***This standard will be measured through State/ORCHIDS data with results shared with the LHD on an annual basis.***

9. The LHD supervisor assures that CaCoon is represented at the county Local Interagency Coordinating Council (LICC) or planning group that assumes the mandate of LICC.

***This will be assessed through the annual site review.***

10. A CaCoon Nurse Coordinator is designated by the CaCoon or Nursing Supervisor as delineated in CaCoon manual.

***This will be assessed through OCCYSHN annual site review and LHD notification to OCCYSHN of designee.***

11. Counties will report child find activities which ensure families and community organizations are aware of services available through the local CaCoon program as well as the LHD prioritized CYSHN population served by the county.

***This will be assessed through discussion of county policy and procedures, CaCoon PHN orientation and LHD expectations of the CaCoon Coordinator roles and responsibilities.***

Counties not meeting one or more of these standards will write a plan of improvement which they and OCCYSHN will monitor monthly. Inability to reach and maintain standards may result in changes or loss of annual contract at OCCYSHN's discretion.

ATTCHMENT E – BABIES FIRST and CaCoon Risk Factors (A Codes and B Codes)

<p align="center"><b>Babies First!</b> <b>(Birth through 4 years of age)</b></p>	<p align="center"><b>CaCoon</b> <b>(Birth through 20 years of age)</b></p>
<p>A1. <b>Medical Risk Factors</b></p> <p>A2. Drug exposed infant (See A29)</p> <p>A3. Infant HIV positive</p> <p>A4. Maternal PKU or HIV positive Intracranial hemorrhage (excludes Very High Risk Factor B16)</p> <p>A5. Seizures (excludes VHR Factor B18) or maternal history of seizures</p> <p>A6. Perinatal asphyxia Small for gestational age</p> <p>A7. Very low birth weight (1500 grams or less)</p> <p>A8. Mechanical ventilation for 72 hours or more prior to discharge</p> <p>A9. Neonatal hyperbilirubinemia</p> <p>A10. Congenital infection (TORCH) Central nervous system infection (e.g., meningitis)</p> <p>A11. Head trauma or near drowning: monitoring change</p> <p>A12. Failure to grow</p> <p>A13. Suspect vision impairment: monitoring change</p> <p>A14. Family history of childhood onset hearing loss</p> <p>A15. Prematurity</p> <p>A16. Lead exposure Suspect hearing impairment: newborn hearing screen REFER</p> <p>A17. Alcohol exposed infant</p> <p>A18. <b>Social Risk Factors</b></p> <p>A19. Maternal age 16 years or less</p> <p>A20. Parental alcohol or substance abuse</p> <p>A21. At-risk caregiver</p> <p>A22. Concern of parent/provider</p> <p>A23. Parent with history of mental illness</p> <p>A24. Parent with developmental disability</p> <p>A25. Parent with Child Welfare history</p> <p>A26. Parent with domestic violence history Parent with limited financial resources</p> <p>A27. Parent with sensory impairment or physical disability</p> <p>A28. Parent with inadequate knowledge and supports</p> <p>A29. Other evidence-based social risk factor</p> <p>X00. <b>Other</b> Child is not being enrolled in High Risk Infant Tracking protocol Change in X99 status to enrollment in High Risk Infant Screening Protocol</p>	<p>B1. <b>Diagnoses</b></p> <p>B2. Heart disease</p> <p>B3. Chronic orthopedic disorders Neuromotor disorders including cerebral palsy &amp; brachial nerve palsy</p> <p>B4. Cleft lip and palate &amp; other congenital defects of the head and face</p> <p>B5. Genetic disorders (i.e., cystic fibrosis)</p> <p>B6. Multiple minor physical anomalies</p> <p>B7. Metabolic disorders</p> <p>B8. Spina bifida</p> <p>B9. Hydrocephalus or persistent ventriculomegaly Microcephaly &amp; other congenital or acquired defects of the CNS including craniosynostosis</p> <p>B10. Organic speech disorders (dysarthria/dyspraxia)</p> <p>B11. Hearing loss</p> <p>B12. Traumatic brain injury</p> <p>B13. Fetal Alcohol Spectrum Disorder</p> <p>B14. Autism, Autism Spectrum Disorder Behavioral or mental health disorder with developmental delay</p> <p>B15. Chromosome disorders (e.g., Down syndrome)</p> <p>B16. Positive newborn blood screen</p> <p>B17. HIV, seropositive conversion Visual impairment</p> <p>B18. <b>Very High Risk Medical Factors</b></p> <p>B19. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals Perinatal asphyxia <u>accompanied by</u> seizures</p> <p>B20. Seizure disorder Oral-motor dysfunction requiring specialized feeding program (gastrostomies and/or failure to grow, both organic and non-organic)</p> <p>B21. Chronic lung disease (e.g., on oxygen, infants with tracheostomies)</p> <p>B22. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge</p> <p>B90. <b>Developmental Risk Factors</b> Developmental delay</p> <p><b>Other</b> Other chronic conditions not listed</p>

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**Babies First Risk Factor Definitions**

<b>Babies First!</b>		
<b>Medical Risk Factors</b>		
A1.	Drug exposed infant (See A29)	Documented history of maternal drug use or infant with positive drug screen at birth
A2.	Infant HIV Positive	Infant tested positive at birth or after 1 year of age
A3.	Maternal PKU or HIV Positive	Maternal history of PKU or mother tested positive HIV virus
A4.	Intracranial hemorrhage (excludes Very High Risk Factor B16)	Subdural, subarachnoid, intracerebral, or intraventricular hemorrhage, Grade I or II. Excludes Grade III or IV hemorrhage, or other factors listed in B16.
A5.	Seizures (excludes Very High Risk Factor B18) or maternal history of seizures	History of seizure disorder in mother. Seizures not requiring medical intervention (i.e., febrile seizures). Excludes factors in B18.
A6.	Perinatal asphyxia	Perinatal asphyxia (includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia).
A7.	Small for gestational age	Birth weight below 10 <sup>th</sup> percentile for gestational age
A8.	Very low birth weight	Birth weight 1500 grams or less
A9.	Mechanical ventilation	For 72 hours prior to hospital discharge
A10.	Neonatal hyperbilirubinemia	Requiring treatment with exchange transfusion
A11.	Congenital infection (TORCH)	Toxoplasmosis/Toxoplasma gondii, other infections (hepatitis B, syphilis, varicella-zoster virus, HIV, and parvovirus), rubella, cytomegalovirus, herpes simplex virus
A12.	Central nervous system (CNS) infection	Includes bacterial meningitis, herpes, or viral encephalitis/meningitis with no sequel.
A13.	Head trauma or near drowning: monitoring for change	Head trauma with loss of consciousness, needs monitoring
A14.	Failure to grow	Failure to grow. Unknown etiology needs persistent referral for medical work-up and ongoing monitoring for change.
A16.	Suspect vision impairment: monitoring for change	Inability to visually fix or track per vision screen

<b>Babies First! Medical Risk Factors</b>		
A18.	Family history of childhood hearing loss	Family member is a blood relative and loss is not associated with injury, accident or other non-genetic problem.
A24.	Prematurity	Infant born before completion of 37 weeks gestation, regardless of birth weight. For Babies First program, also includes low birth weight infants, birth weight less than 2500 grams.
A25.	Lead exposure	Blood lead levels >10µg/dL
A26.	Suspect hearing impairment: newborn hearing screen REFER	Newborn hearing screening status REFER, needs further assessment and monitoring.
A29.	Alcohol exposed infant	Heavy <u>and/or</u> Binge Drinking <u>at any time during pregnancy</u> . Heavy Drinking is more than one alcoholic drink per day on average. Binge Drinking is 4 alcoholic drinks or more in one sitting. Often Heavy Drinking also includes Binge Drinking. However, both do not have to have occurred during the pregnancy to use this risk code.

<b>Babies First! Social Risk Factors</b>		
A19.	Maternal age 16 years or less	Mother was 16 years or less at time of delivery.
A21.	Parental alcohol or substance abuse	Known or suspected abuse of substances
A22.	At-risk caregiver	Suspect caregiver/child interaction, incarcerated parent, no prenatal care
A23.	Concern of parent or provider	Any other concern related to infant growth, physical or emotional health, or development.
A28.	Parent with history of mental illness	Parent reports or has current symptoms of mental health problems.
A30.	Parent with developmental disability (DD)	Parent has a disability that is likely to continue, and significantly impact adaptive behavior. DD includes mental retardation, autism, cerebral palsy, epilepsy, or other neurological disabling conditions that require training or support similar to that required by individuals with intellectual disabilities.
A31.	Parent with Child Welfare history	Parent has a history of being abused and/or neglected as a child, or a history of abusing or neglecting a child.

<b>Babies First! Social Risk Factors</b>		
A32.	Parent with domestic violence history	Parent is impacted by current or past history of domestic violence: a pattern of assaultive and/or coercive behaviors including physical, sexual, and psychological attacks, as well as economic coercion, that adults or adolescents use against their domestic or intimate partners.
A33.	Parent with limited financial resources	Inadequate financial resources. Struggles to provide basic needs: food, clothing, shelter, utilities.
A34.	Parent with sensory impairment or physical disability	Sensory impairment or incapacitating physical disability.
A35.	Parent with inadequate knowledge and supports	Parent has inadequate knowledge and abilities related to basic infant care, and has inadequate social support and limited coping abilities.
A36.	Other evidence-based social risk factor	Other social risk factor, established through research, is associated with poor child health outcomes.

<b>Babies First! Other Risk Factors</b>		
X99.	Child is not being enrolled in High Risk Infant Tracking protocol	<p>The client is not being enrolled in the HRI (High Risk Infant) tracking protocol. The nurse does not intend to follow or monitor the client for growth and development, according to the protocol listed in the Babies First! Manual. This could be a client who is seen once or twice for breastfeeding support, or for an initial assessment that indicated the client did not need HRI follow-up.</p> <p>Client must be enrolled in Babies First, NFP, or CaCoon if TCM billing occurs.</p>
X00.	Change in X99 status to enrollment in High Risk Infant Screening Protocol	If a child was originally determined to fit into the X99 category and then the nurse later determines she will enroll the child in the HRI protocol, then the code X00 is added to the eligibility criteria.

**CaCoon Risk Factor Definitions**

<b>CaCoon Diagnoses</b>		
B1.	Heart disease	Congenital or acquired heart disease or arrhythmias
B2.	Chronic orthopedic disorders	Congenital or acquired, chronic or recurrent orthopedic problems, e.g., club feet, congenital hip dislocation, juvenile rheumatoid arthritis and growth disorders
B3.	Neuromotor disorders including cerebral palsy & brachial nerve palsy	Static neuromotor disorder, including cerebral palsy and brachial nerve palsy (congenital or acquired); primary muscle disease; and movement disorders
B4.	Cleft lip and palate & other congenital defects of the head & face	Cleft lip and/or palate, submucousal cleft palate or congenital/acquired velopharyngeal incompetence. Anomalies of the face or cranium that are sufficient to interfere with function or to significantly alter appearance. Examples of syndromes which typically fit these criteria: Crouzon; Apert's; Goldenhaar's, Microtia/atresia.
B5.	Genetic disorders (i.e., cystic fibrosis)	Any condition that can be inherited including single gene disorders and chromosome abnormalities
B6.	Multiple minor physical anomalies	Multiple minor anomalies, one or more major anomalies, or a combination of minor and major anomalies.
B7.	Metabolic disorders	Inborn errors of metabolism including amino acid disorders (e.g. PKU), fatty acid oxidation disorders, organic acid disorders, storage disorders, galactosemia, vitamin D deficient rickets.
B8.	Spina bifida	Neural tube defects including myelomeningocele, spinal cord and peripheral nerve injury
B9.	Hydrocephalus or persistent ventriculomegaly	Congenital or acquired dilatation of the cerebral ventricles
B10.	Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis	Congenital small head size; brain injury acquired by postnatal neurological insult (i.e., vascular accident, shaken baby syndrome, CNS tumor or toxin, or head trauma)
B12.	Organic speech and language disorders (dysarthria/dyspraxia, only oral motor dysfunction, dysphasia)	Disorders resulting from congenital or acquired deficits involving neuromotor, structural, oral systems

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<b>CaCoon Diagnoses</b>		
B13.	Hearing loss	As confirmed by diagnostic evaluation
B23.	Traumatic brain injury	An injury to the brain by an external physical force or event, resulting in the impairment of one or more of the following areas: speech, memory, attention, reasoning, judgment, problem solving, motor abilities, and psychosocial behavior
B24.	Fetal Alcohol Spectrum Disorder	A pattern of physical features and developmental delay that occurs in children whose mother consumed alcohol during pregnancy
B25.	Autism, Autism Spectrum Disorder	Confirmed diagnosis of developmental disorder affecting communication, understanding language, play, and interaction with others, often with stereotypical behaviors. E.g., Autism with Mental Retardation, High Functioning Autism, Pervasive Developmental Disability, Asperger's Syndrome.
B26.	Behavioral or mental health disorder with developmental delay	Confirmed diagnosis of extreme or unacceptable chronic behavior problems or maladaptive behavior; or medical diagnosis of mental health disorder. Either condition must also have developmental delay. Not for children with ONLY mental health disorders. Examples of individuals who qualify: a three year old who can no longer attend day care because of aggressive behavior and whose language is delayed but without signs of autism; a child diagnosed with OCD and cognitive impairment; a child whose parents are considering out of home placement who also qualifies for special education.
B28.	Chromosome disorders, e.g., Down syndrome	Any chromosome disorder, including trisomies, monosomies, deletions, duplications or rearrangements.
B29.	Positive newborn blood screen	Positive newborn screening blood test or confirmed condition detected by newborn screening.
B30.	HIV, seropositive conversion	Infant/child without maternal antibodies, producing own HIV antibodies.
B31.	Visual impairment	Inability to visually track or fix, medical diagnosis of visual impairment requiring educational accommodation.

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<b>CaCoon</b>		
<b>Very High Risk Medical Factors</b>		
B16.	Intraventricular hemorrhage (Grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals	Intracranial hemorrhage usually occurring due to anoxia, birth trauma, or disturbances in neonatal circulation
B17.	Perinatal asphyxia <u>accompanied by</u> seizures	Perinatal asphyxia accompanied by seizures resulting from the anoxic event (asphyxia includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia)
B18.	Seizure disorder	Seizures requiring medical intervention and where family needs assistance accessing medical and/or other services
B19.	Oral-motor dysfunction requiring specialized feeding program (gastrostomies) and/or failure to grow, both organic and non-organic	Difficulty coordinating suck/swallow/breathing; reflux; inadequate suck, lip closure (around bottle, cup, or spoon), poor tongue motion, no tongue laterization, no munching or chewing in older children, organic and non-organic Failure To Thrive
B20.	Chronic lung disease (e.g., on oxygen, infants with tracheostomies)	Respiratory distress syndrome, transient tachypnea of the newborn, meconium aspiration syndrome, bronchiopulmonary dysplasia, trachent malacia, hypoplastic lung disease, cystic hygroma, near drowning
B21.	Suspect neuromuscular disorder	Abnormal motor screen or abnormal exam at NICU discharge, or test results that are suggestive of cerebral palsy or other neuromotor disorders

<b>CaCoon</b>		
<b>Developmental Risk Factors</b>		
B22.	Developmental Delay	Below average performance, including delays in cognitive, motor, communication and/or social skills; abnormal developmental screening results on a standardized developmental test, including children with behavioral concerns related to their delays.

<b>CaCoon Other</b>		
B90.	Other chronic conditions not listed	Other chronic health conditions, especially where family needs significant assistance accessing medical or other needed services.