

**Yamhill County and Yamhill County Care Organization, Inc.  
Local Mental Health Authority, Local Public Health Authority and  
Coordinated Care Organization Agreement**

**Preamble**

A broad range of health care providers and stakeholders came together to establish a Coordinated Care Organization (CCO) for the region, formed as Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation (“YCCO”) dba Yamhill Community Care. As partners in this CCO, we are jointly committed to improving the health of our communities by coordinating health initiatives, seeking efficiencies through blending services and infrastructure, and engaging all stakeholders in a regional effort to steer local health services and systems toward meeting the “Triple Aim” of improving health care: better health, better care, lower costs. We will work to increase quality, reliability, availability of care, and lower or contain the cost of care.

The intent of this Local Mental Health Authority/Local Public Health Authority-Coordinated Care Organization Agreement (“Agreement”) between YCCO and Yamhill County, acting by and through its Department of Health and Human Services (“County”) (collectively referred to herein as “Parties”) is to establish a collaborative network of behavioral and public health services for the residents of County that will jointly serve the health care needs of our residents.

It is imperative that we ensure the stability of “safety net” services for all populations, including the uninsured and underinsured residents under County’s responsibility as the Local Mental Health Authority (LMHA) and Local Public Health Authority (LPHA). All parties recognize the shared responsibility created by Oregon’s health care legislation to improve the overall health and safety of our entire community. Such responsibility and accountability carry with them the duty to sustain emergency services and protect public safety.

**Purpose**

This Agreement is designed to facilitate advantageous use of the system of public health and behavioral health care and services currently available through local community mental health, addictions, and public health programs; to ensure continued and conceivable enhanced access to a full continuum of health care; and to build upon the strengths of current resources. The Local Mental Health Authority has statutory authority under ORS 430.620 to operate a community mental health program, the duties of which are delineated in ORS 430.630 (Attachment A) and are incorporated into this document by reference. The Local Public Health Authority has a statutory responsibility under ORS 431.415 to provide public health services (Attachment B). Further, ORS 414.153 directs that there be a written agreement between each CCO and the local health authority in the areas served by the CCO and recognizes the shared responsibility for the full continuum of health care services in the region served by the CCO.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**A. Term.** This Agreement shall be effective on January 1, 2020 and will expire on December 31, 2020 and supersedes any prior agreement between the parties.

**B. Compliance with Applicable Laws.** The Parties shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The Parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

**C. Nondiscrimination.** The Parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

**D. Insurance and Indemnification.**

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 10, the County shall defend, indemnify and hold harmless YCCO from claims resulting from its acts or omissions, and the acts or omissions of the County, its officers, agents and employees in performance of this Agreement. Likewise, YCCO shall defend, indemnify and hold harmless the County from claims resulting from its acts or omissions, and the acts or omissions of YCCO, its officers, agents and employees in performance of this Agreement. Each party to this Agreement shall insure or self-insure for risks associated with performance of this Agreement up to the limits specified in the Oregon Tort Claims Act at ORS 30.260 through 30.300.

**E. Notices.** Any notice required to be given to either party under this Agreement shall be sufficient if given, in writing, by first class mail or in person.

**F. Health Insurance Portability And Accountability Act (HIPAA).** The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as Attachment C to this Agreement and are incorporated herein.

**G. False Claims, Fraud, Waste, And Abuse.** The Parties shall cooperate with and participate in activities to implement and enforce policies and procedures to prevent, detect, and investigate false claims, fraud, waste, and abuse relating to Oregon Health Plan, Medicare, or Medicaid funds. The Parties shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection, and investigation of false claims, fraud, waste, and abuse. The Parties shall allow the inspection, evaluation, or audit of books, records, documents, files, accounts, and facilities as required, to investigate the incident of false claims, fraud, or abuse.

**H. Termination.**

1. This Agreement may be terminated by mutual consent of both Parties at any time. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
2. Either party may terminate this Agreement effective upon delivery of written notice to the other party or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable, appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by either party to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- d. If either party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- e. If either party fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from either party, fails to correct such failure(s) within ten (10) days or such longer period as the parties may authorize.

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

**I. Amendments.** Given the complexity of Oregon’s health care initiative, it is understood that during the term of this Agreement many details regarding the partnership and funding mechanisms will be designed or altered. This Agreement will be reviewed and revised periodically within its effective term. All amendments must be in writing and signed by the parties. It is the intent of the County and YCCO that this Agreement be modified as jointly agreed upon and may be renewed upon expiration.

**J. Governing Law; Venue.** This Agreement shall be interpreted and enforced according to the laws of the State of Oregon. Venue for any dispute related to this Agreement shall be exclusively in Yamhill County, Oregon.

**K. No Costs or Attorney Fees.** In any proceeding arising from or to enforce or interpret this Agreement, each party shall be responsible for its own attorney’s fees and costs at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

**L. Agreement (Scope).** The mutual goal of YCCO and County is to coordinate services to meet the health care needs of CCO members and the community, sustain mental health, addictions, and public health safety net services, and achieve the improved health outcomes envisioned by the “Triple Aim.” In order to achieve these goals, the parties to this Agreement desire to set forth their respective roles and responsibilities to coordinate care and share accountability. YCCO and County

jointly agree to the following activities with respect to the health needs of members of the CCO and the County:

1. **Analysis.** Work together proactively to analyze effects of funding models and cost shifts on public health, mental health, addictions, and primary care services; local law enforcement, community corrections, and public safety services; and long-term care services.

2. **Payment Mechanisms.** Jointly design payment mechanisms to assure critical services are not lost or made less effective. Design value based payment models that assure that system outcomes are supported financially over time.

3. **Safety Net Services.** Jointly adopt a plan to finance and maintain the public health and behavioral health safety net services, including community crisis services, involuntary commitment services, detoxification services ensuring the continuum of care, and transitions services within and between health and public safety systems and all levels of care. The plan will sustain efficient and effective management of LMHA responsibilities and activities referenced in ORS 414.153 including, but not limited to the following services:

- a. Management of children and adults at risk of entering or transitioning from the Oregon State Hospital or residential mental health or addictions care.
- b. Care coordination of residential services for children and adults.
- c. Management of the mental health crisis system including civil commitment.
- d. Management of community-based specialized services including assertive community treatment, supported housing, supported education, supported employment, Psychiatric Security Review Board services, and Early Assessment Support Alliance, personal care assistance, and , Psychiatric Security Review Board services.
- e. Management of specialized services to promote community re-integration and to reduce recidivism in the criminal justice system.

4. **Point of Contact Services.** Jointly adopt a plan to pay for point of contact services as follows:

- a. Per ORS 414.153 (1) the state shall require and approve agreements between CCOs and county health departments for point of contact immunizations, sexually transmitted diseases, and other communicable disease services delivered.
- b. Per ORS 414.153 (2) the state shall allow enrollees in CCOs to receive from fee-for-service providers: family planning services, HIV/AIDS services, and maternity case management (if the Oregon Health Authority determines CCOs cannot adequately provide maternity case management service).
- c. Per ORS 414.153 (3) the state shall encourage and approve agreements between CCOs and county health departments for authorization and payment of: maternity case management, school-based clinics, health services for children in schools, and screening services for early detection of health care problems among low- income women and children, migrant workers, and other special population groups.

5. **Cost Shift Avoidance.** Monitor and make system corrections to avoid unintended cost shifts to other areas of the system such as local law enforcement, community corrections, or emergency rooms.

6. **Community Advisory Council.** Work collaboratively to develop an active, effective Community Advisory Council, building on the consumer input processes developed by the Mid-Valley Behavioral Care Network, to provide broad community input on the operations and performance of YCCO and ensure the Community Advisory Council has the resources to provide meaningful input to the CCO governing board.

7. **Health Assessments and Planning.** In coordination with other local health planning efforts; e.g., community health improvement plans, county mental health and addictions biennial implementation plans, and county public health annual plans, complete a community health assessment and facilitate the development of a health improvement plan to identify community needs and focus areas for YCCO.

8. **Outcomes.** Develop agreed upon outcomes to monitor and improve the performance of integrated health services and system-wide shared goals.

**M. County will:**

1. **Adult Behavioral Health.** Advise YCCO, through its Community Advisory Council, on issues related to specific behavioral health system issues, including safety net services, crisis services, transitions in and out of mental health and addictions residential services, detoxification or state hospital services, care coordination of residential behavioral health services, management of specific community-based services, and specialized services to promote re-integration and reduce recidivism in the criminal justice system.

2. **Children's System of Care.** Advise YCCO through its Community Advisory Council, on issues related to children's system of care, including transitions in and out of psychiatric residential or state hospital services, wraparound care coordination, foster care placement stability, early childhood services, and diversion from the juvenile justice system.

3. **Public Health.**

a. Advise YCCO on issues related to public health services, health policy, and community health promotion. County will coordinate with YCCO on important system issues that impact the health of the whole population such as tobacco prevention, alcohol and drug prevention, problem gambling prevention, and chronic disease prevention.

b. Provide public health services, such as immunizations, sexually transmitted disease services, and maternal child health services, and will receive payment for those services as appropriate through YCCO.

4. **Cross-System Care Coordination.** Help define and promote cross-system care coordination including development of multidisciplinary teams, maintaining and improving relationships with schools, developmental disabilities programs, community corrections, and law

enforcement, housing authorities, local hospitals, primary care physicians, the Oregon Department of Human Services, Oregon Health Authority, residential and foster care providers, and other community stakeholders.

5. **Community Prevention and Wellness Fund.** YCHHS will fund two (2) percent of total premium paid in 2019 as a 2020 CPW Fund contribution after the final L reports for calendar year 2019 have been submitted. These funds must be used for evidence-based prevention activities as recommended by the CPW Committee and approved by YCCO Board. All YCHHS CPW designated funds must be tracked until fully expended with a goal to achieve a dollar for dollar or better match ratio with other community funds. In the event that YCCO is not awarded an additional four (4) year renewal contract in 2020 or the contract is terminated for any cause or if YCCO dissolves for any reason, all remaining YCHHS CPW designated funds will be returned within 30 days of the decision.

**N. YCCO will:**

1. **Mental Health Services.** Maintain or enhance payment for mental health treatment services for YCCO members to the County, as well as total system-wide investments and payments, including intensive services for high-risk populations (corrections, drug courts, detoxification, high medical needs, co-occurring mental health disorders, and substance dependence). Subject to OHA funding, rate must be sufficient to fund the services described herein and assure that critical services are not lost.

2. **Substance Use Disorder Services.** Maintain or enhance payment for addictions treatment services for YCCO members to the County, as well as total system-wide investments and payments, including intensive services for high-risk populations (corrections, drug courts, detoxification, high medical needs, co-occurring mental health disorders, and substance dependence). Subject to OHA funding, rate must be sufficient to fund the services described herein and assure that critical services are not lost.

3. **LMHA and LPHA Responsibilities.** Work with County to support and sustain responsibilities as the Local Mental and Public Health Authorities assuring activities necessary for the preservation of health and prevention of disease; ensuring access to specialty services for individuals and families with complex mental health and addictions disorders (wraparound services such as supported housing and early psychosis intervention) which currently do not exist in the private sector; local, regional, and state systems coordination with the Oregon State Hospital and the Psychiatric Security Review Board, corrections and criminal justice agencies, housing authorities, child welfare, programs for seniors and people with disabilities; and critical safety and quality control services such as 24-hour crisis response, abuse investigation and reporting, civil commitment investigation and support, residential treatment facilities siting and planning and emergency response planning.

4. **Long-Term Care Follow Up.** Ensure that members receiving services from extended or long-term psychiatric care programs receive follow-up services as medically appropriate to ensure timely discharge as required of County by contract with the Oregon Health Authority (i.e., not to exceed five (5) days after receiving notification of discharge readiness).

5. **Traditional Health Worker.** Ensure continued utilization and further development of peer services and supports for mental health and substance use disorder consumers through family advocates, youth partners, Peer Wellness Specialists, Peer Support Specialists and Certified Recovery Mentors (e.g., Champion Team, Project Able, Oregon Family Support Network, David Romprey warm line, Provoking Hope and YCHHS provider services). Assist in the development of a network of traditional health workers to work with primary care providers, emergency departments, dental providers and other service providers to aid members in improving overall wellness.

6. **Emergency Services.** Coordinate care through community crisis response team with community emergency services agencies (e.g., police, courts, juvenile justice, corrections, and community mental health agencies) to promote an appropriate response to clients experiencing a mental health crisis.

7. **Health Data.** Provide access to health metrics data to support the public health role of assessing and assuring the health of the community by focusing on the issues causing disease and reducing the quality of life.

8. **Transparency.** Strive to achieve open, transparent governance in alignment with the values of the health care legislation and state leadership's expressed directives of inclusion and transparency to garner and build the trust of communities served. Transparency is intended to include information sharing regarding local governance and performance of YCCO.

9. **Cost Sharing.** Work with County to evaluate the feasibility of cost sharing for services currently provided by County to YCCO members utilizing other funds (e.g., syringe services exchange, transportation assistance to access services, drug-free housing assistance, outreach to at-risk populations, prevention services, early intervention services, HIV testing, and recovery coaching).

10. **Community Health Assessment and Health Improvement Plan (CHA/CHIP).** YCCO will fund a .5 full time equivalent (FTE) Health Educator position that YCHHS will supply who will be available to do the following based on shared work plan and a coordinated effort between YCCO and YCHHS for CHA/CHIP work:

- a. Coordinate a collaborative effort to align CHA/CHIP work among the CCO and local non-profit hospital.
- b. Technical assistance and training to equip partners with the data and tools to set priorities, make decisions and guide action that leads to improved health outcomes.
- c. Tools and templates for CHA/CHIP documents
- d. Online/paper survey production, implementation and evaluation
- e. Produce and coordinate document production
- f. Communicating and coordinating committees and workgroups
- g. Monitoring and tracking of process and health outcome measures of interventions
- h. Produce and assist with implementation of publicity plan

11. **Community Prevention and Wellness Fund Coordination.** YCCO will fund 1.0 FTE Community Prevention Wellness position that YCHHS will supply who will be available to perform the services detailed in Attachment D which is attached hereto and incorporated herein by reference. This position will be based on a shared work plan and will be a coordinated effort between YCCO and YCHHS for Community Prevention Wellness.

12. **Syringe Services Program.** YCCO will fund YCHHS to contract with a local non-profit to administer a needle/syringe exchange program as detailed in Attachment E which is attached hereto and incorporated herein by this reference.

O. **Compensation.** See Attachment F.

P. **Point of Contacts.**

**Yamhill County Care Organization, Inc.:**

**The designated contact person is:**

Kevin	Ferrua
First Name	Last Name
Kferrua@yamhillcco.org	
E-mail Address	Phone

**Yamhill County:**

**The designated contact person is:**

SILAS	HALLORAN-STEINER
First Name	Last Name
halloras@co.yamhill.or.v	15031 434-7523
E-mail Address	Phone

Q. **Incorporation.** The Preamble and Purpose set forth at the start of this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

**R. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

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

**YAMHILL COUNTY  
BOARD OF COMMISSIONERS**

  
Chair, RICHARD L. "RICK" OLSON  
Mary Starrett

Unavailable for signature

~~Commissioner, MARY STARRETT~~  
Chair, Rick Olson

  
Commissioner, CASEY KULLA

Date: 12/31/19

RECOMMENDED BY:

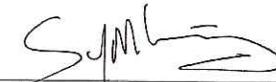
  
Silas Halloran-Steiner, Director HHS

APPROVED AS TO FORM:

  
Yamhill County Legal Counsel

Date: 12/31/19

**Yamhill County Care Organization, Inc.**

  
Seamus McCarthy  
Chief Executive Officer  
807 NE Third Street  
McMinnville, OR 97128

Date: 12/31/2019

## Attachment A

**ORS 430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan.** (1) In addition to any other requirements that may be established by rule by the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide the following basic services to persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers:

- (a) Outpatient services;
  - (b) Aftercare for persons released from hospitals;
  - (c) Training, case and program consultation and education for community agencies, related professions and the public;
  - (d) Guidance and assistance to other human service agencies for joint development of prevention programs and activities to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence; and
  - (e) Age-appropriate treatment options for older adults.
- (2) As alternatives to state hospitalization, it is the responsibility of the community mental health program to ensure that, subject to the availability of funds, the following services for persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers, are available when needed and approved by the Oregon Health Authority:
- (a) Emergency services on a 24-hour basis, such as telephone consultation, crisis intervention and prehospital screening examination;
  - (b) Care and treatment for a portion of the day or night, which may include day treatment centers, work activity centers and after-school programs;
  - (c) Residential care and treatment in facilities such as halfway houses, detoxification centers and other community living facilities;
  - (d) Continuity of care, such as that provided by service coordinators, community case development specialists and core staff of federally assisted community mental health centers;
  - (e) Inpatient treatment in community hospitals; and
  - (f) Other alternative services to state hospitalization as defined by the Oregon Health Authority.
- (3) In addition to any other requirements that may be established by rule of the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide or ensure the provision of the following services to persons with mental or emotional disturbances:
- (a) Screening and evaluation to determine the client's service needs;
  - (b) Crisis stabilization to meet the needs of persons with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for persons involved in involuntary commitment procedures;
  - (c) Vocational and social services that are appropriate for the client's age, designed to improve the client's vocational, social, educational and recreational functioning;
  - (d) Continuity of care to link the client to housing and appropriate and available health and social service needs;
  - (e) Psychiatric care in state and community hospitals, subject to the provisions of subsection (4) of this section;
  - (f) Residential services;
  - (g) Medication monitoring;

(h) Individual, family and group counseling and therapy;  
(i) Public education and information;  
(j) Prevention of mental or emotional disturbances and promotion of mental health;  
(k) Consultation with other community agencies;  
(L) Preventive mental health services for children and adolescents, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral and cognitive disorders in children. As used in this paragraph:

(A) "Early identification" means detecting emotional disturbance in its initial developmental stage;  
(B) "Early intervention services" for children at risk of later development of emotional disturbances means programs and activities for children and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and

(C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop; and

(m) Preventive mental health services for older adults, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional and behavioral disorders and suicide attempts in older adults. As used in this paragraph:

(A) "Early identification" means detecting emotional disturbance in its initial developmental stage;  
(B) "Early intervention services" for older adults at risk of development of emotional disturbances means programs and activities for older adults and their families that promote conditions, opportunities and experiences that encourage and maintain emotional stability, self-sufficiency and increased personal competence and that deter suicide; and

(C) "Primary prevention efforts" means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.

(4) A community mental health program shall assume responsibility for psychiatric care in state and community hospitals, as provided in subsection (3)(e) of this section, in the following circumstances:

(a) The person receiving care is a resident of the county served by the program. For purposes of this paragraph, "resident" means the resident of a county in which the person maintains a current mailing address or, if the person does not maintain a current mailing address within the state, the county in which the person is found, or the county in which a court-committed person with a mental illness has been conditionally released.

(b) The person has been hospitalized involuntarily or voluntarily, pursuant to ORS 426.130 or 426.220, except for persons confined to the Secure Child and Adolescent Treatment Unit at Oregon State Hospital, or has been hospitalized as the result of a revocation of conditional release.

(c) Payment is made for the first 60 consecutive days of hospitalization.

(d) The hospital has collected all available patient payments and third-party reimbursements.

(e) In the case of a community hospital, the authority has approved the hospital for the care of persons with mental or emotional disturbances, the community mental health program has a contract with the hospital for the psychiatric care of residents and a representative of the program approves voluntary or involuntary admissions to the hospital prior to admission.

(5) Subject to the review and approval of the Oregon Health Authority, a community mental health program may initiate additional services after the services defined in this section are provided.

(6) Each community mental health program and the state hospital serving the program's geographic area shall enter into a written agreement concerning the policies and procedures to be followed by the program and the hospital when a patient is admitted to, and discharged from, the hospital and during the period of hospitalization.

(7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.

(8) A community mental health program may request and the authority may grant a waiver regarding provision of one or more of the services described in subsection (3) of this section upon a showing by the county and a determination by the authority that persons with mental or emotional disturbances in that county would be better served and unnecessary institutionalization avoided.

(9)(a) As used in this subsection, "local mental health authority" means one of the following entities:

(A) The board of county commissioners of one or more counties that establishes or operates a community mental health program;

(B) The tribal council, in the case of a federally recognized tribe of Native Americans that elects to enter into an agreement to provide mental health services; or

(C) A regional local mental health authority comprising two or more boards of county commissioners.

(b) Each local mental health authority that provides mental health services shall determine the need for local mental health services and adopt a comprehensive local plan for the delivery of mental health services for children, families, adults and older adults that describes the methods by which the local mental health authority shall provide those services. The purpose of the local plan is to create a blueprint to provide mental health services that are directed by and responsive to the mental health needs of individuals in the community served by the local plan. A local mental health authority shall coordinate its local planning with the development of the community health improvement plan under ORS 414.627 by the coordinated care organization serving the area. The Oregon Health Authority may require a local mental health authority to review and revise the local plan periodically.

(c) The local plan shall identify ways to:

(A) Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;

(B) Maximize resources for consumers and minimize administrative expenses;

(C) Provide supported employment and other vocational opportunities for consumers;

(D) Determine the most appropriate service provider among a range of qualified providers;

(E) Ensure that appropriate mental health referrals are made;

(F) Address local housing needs for persons with mental health disorders;

(G) Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of care or components of the system of care;

(H) Provide peer support services, including but not limited to drop-in centers and paid peer support;

(I) Provide transportation supports; and

(J) Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.

(d) When developing a local plan, a local mental health authority shall:

- (A) Coordinate with the budgetary cycles of state and local governments that provide the local mental health authority with funding for mental health services;
  - (B) Involve consumers, advocates, families, service providers, schools and other interested parties in the planning process;
  - (C) Coordinate with the local public safety coordinating council to address the services described in paragraph (c)(J) of this subsection;
  - (D) Conduct a population based needs assessment to determine the types of services needed locally;
  - (E) Determine the ethnic, age-specific, cultural and diversity needs of the population served by the local plan;
  - (F) Describe the anticipated outcomes of services and the actions to be achieved in the local plan;
  - (G) Ensure that the local plan coordinates planning, funding and services with:
    - (i) The educational needs of children, adults and older adults;
    - (ii) Providers of social supports, including but not limited to housing, employment, transportation and education; and
    - (iii) Providers of physical health and medical services;
  - (H) Describe how funds, other than state resources, may be used to support and implement the local plan;
  - (I) Demonstrate ways to integrate local services and administrative functions in order to support integrated service delivery in the local plan; and
  - (J) Involve the local mental health advisory committees described in subsection (7) of this section.
- (e) The local plan must describe how the local mental health authority will ensure the delivery of and be accountable for clinically appropriate services in a continuum of care based on consumer needs. The local plan shall include, but not be limited to, services providing the following levels of care:
- (A) Twenty-four-hour crisis services;
  - (B) Secure and nonsecure extended psychiatric care;
  - (C) Secure and nonsecure acute psychiatric care;
  - (D) Twenty-four-hour supervised structured treatment;
  - (E) Psychiatric day treatment;
  - (F) Treatments that maximize client independence;
  - (G) Family and peer support and self-help services;
  - (H) Support services;
  - (I) Prevention and early intervention services;
  - (J) Transition assistance between levels of care;
  - (K) Dual diagnosis services;
  - (L) Access to placement in state-funded psychiatric hospital beds;
  - (M) Precommitment and civil commitment in accordance with ORS chapter 426; and
  - (N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.
- (f) In developing the part of the local plan referred to in paragraph (c)(J) of this subsection, the local mental health authority shall collaborate with the local public safety coordinating council to address the following:
- (A) Training for all law enforcement officers on ways to recognize and interact with persons with mental illness, for the purpose of diverting them from the criminal and juvenile justice systems;
  - (B) Developing voluntary locked facilities for crisis treatment and follow-up as an alternative to custodial arrests;

(C) Developing a plan for sharing a daily jail and juvenile detention center custody roster and the identity of persons of concern and offering mental health services to those in custody;

(D) Developing a voluntary diversion program to provide an alternative for persons with mental illness in the criminal and juvenile justice systems; and

(E) Developing mental health services, including housing, for persons with mental illness prior to and upon release from custody.

(g) Services described in the local plan shall:

(A) Address the vision, values and guiding principles described in the Report to the Governor from the Mental Health Alignment Workgroup, January 2001;

(B) Be provided to children, older adults and families as close to their homes as possible;

(C) Be culturally appropriate and competent;

(D) Be, for children, older adults and adults with mental health needs, from providers appropriate to deliver those services;

(E) Be delivered in an integrated service delivery system with integrated service sites or processes, and with the use of integrated service teams;

(F) Ensure consumer choice among a range of qualified providers in the community;

(G) Be distributed geographically;

(H) Involve consumers, families, clinicians, children and schools in treatment as appropriate;

(I) Maximize early identification and early intervention;

(J) Ensure appropriate transition planning between providers and service delivery systems, with an emphasis on transition between children and adult mental health services;

(K) Be based on the ability of a client to pay;

(L) Be delivered collaboratively;

(M) Use age-appropriate, research-based quality indicators;

(N) Use best-practice innovations; and

(O) Be delivered using a community-based, multisystem approach.

(h) A local mental health authority shall submit to the Oregon Health Authority a copy of the local plan and revisions adopted under paragraph (b) of this subsection at time intervals established by the Oregon Health Authority. [1961 c.706 §40; 1973 c.639 §3; 1981 c.750 §3; 1985 c.740 §17; 1987 c.903 §37; 1991 c.777 §2; 1995 c.79 §219; 2001 c.899 §1; 2003 c.553 §5; 2003 c.782 §1; 2005 c.22 §297; 2005 c.691 §2; 2007 c.70 §230; 2009 c.595 §508; 2009 c.856 §§14,23; 2011 c.720 §§171,172; 2012 c.37 §101; 2013 c.640 §§3,4]

## Attachment B

### **ORS 431.415 Duties of governing bodies of local public health authorities; fee schedules. (1)**

Subject to the availability of funds paid pursuant to ORS 431.380, each governing body of a local public health authority shall:

(a) In collaboration with the local public health administrator appointed under ORS 431.418, develop public health policies and goals for the local public health authority;

(b) Adopt ordinances and rules necessary for the local public health authority to administer ORS 431.001 to 431.550 and 431.990, any other public health law of this state and any other public health matter not expressly preempted by a law of this state;

(c) Adopt civil penalties for violations of ordinances and rules adopted under paragraph (b) of this subsection, provided that any civil penalty adopted under this paragraph is for an amount that does not exceed \$1,000 per violation per day;

(d) Review and make recommendations on the local public health modernization plan adopted under ORS 431.413; and

(e) Monitor the progress of the local public health authority in meeting statewide and local public health goals, including progress in applying the foundational capabilities established under ORS 431.131 and implementing the foundational programs established under ORS 431.141.

(2) The governing body of a local public health authority shall adopt ordinances and rules necessary to carry out the duties of the local public health authority under subsection (1) of this section. The governing body of a local public health authority may not adopt an ordinance or rule or policy that is inconsistent with or less strict than a provision of ORS 431.001 to 431.550 and 431.990 or any other public health law of this state, or that is inconsistent with or less strict than a rule adopted under ORS 431.001 to 431.550 and 431.990 or any other public health law of this state.

(3) The governing body of a local public health authority may adopt schedules of fees for public health services that are reasonably calculated to not exceed the cost of the services performed. The local health department shall charge fees in accordance with the schedule or schedules adopted.

[1961 c.610 §6; 1973 c.829 §22; 1977 c.582 §27; 2009 c.595 §562; 2015 c.736 §26]

## Attachment C

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between, Yamhill Community Care Organization (“Subscriber” and “Business Associate”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (“Business Associate” and “Subscriber”) to set forth the terms and conditions under which protected health information (“PHI”) and electronic protected health information (“EPI”), as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, and regulations enacted thereunder (collectively, “HIPAA”), may be used and disclosed by Business Associate on behalf of Subscriber. Subscriber and Business Associate have entered or will enter into one or more written agreements, including an Administrative Services Agreement and a Local Mental Health Authority, Local Public Health Authority and Coordinated Care Organization Agreement (the “Services Agreements”) under which Business Associate provides certain services to Subscriber (“Services”) involving the creation, receipt, maintenance or transmission of PHI and EPH. For clarity, Yamhill Community Care Organization and Yamhill County Health and Human Services Department are each described as Subscriber and Business Associate in this Agreement, because each are covered entities, and each are providing some form of administrative services for the other under the terms of the Services Agreements. Accordingly, the obligations of Yamhill County Care Organization and Yamhill County Health and Human Services Department under the terms of this Business Associate Agreement as Subscriber and Business Associate are reciprocal.

1. Definitions. All capitalized terms used but not otherwise defined herein, shall have the same meaning as such terms are defined by the HIPAA Privacy Rule (“Privacy Rule”) and HIPAA Security Rule (“Security Rule”) at 45 C.F.R. Parts 160 and 164 and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), as incorporated in the American Recovery and Reinvestment Act of 2009, and any implementing regulations thereunder. For purposes of this Agreement, PHI and EPHI are limited to that PHI and EPHI created or received by Business Associate in its capacity as a business associate within the meaning of 45 C.F.R. § 164.502(e) for and on behalf of Subscriber. The term “Individual” shall have the meaning given in 45 C.F.R. § 160.103 and shall also include such individual’s authorized personal representative in accordance with 45 C.F.R. § 164.502(g).
2. Permitted Uses and Disclosures by Business Associate. Subscriber and Business Associate hereby agree that except as otherwise limited by this Agreement, Business Associate may use and disclose PHI created, received, maintained or transmitted on behalf of Subscriber in the following manner:
  - a. Use and Disclosure Generally. Business Associate may use or disclose PHI and EPHI for purposes of the Services Agreements and to perform the Services, provided that such use or disclosure:

i. would not violate the Privacy Rule if done by Subscriber, except as specified in Section 2(b) and (c) below; and

ii. is consistent with the Minimum Necessary policies applicable under this Agreement.

b. Other Permitted Uses. Business Associate may use PHI and EPHI it creates, receives, maintains, or transmits on behalf of Subscriber if necessary:

i. for the proper management and administration of Business Associate;

ii. to carry out the legal responsibilities of the Business Associate; or

iii. to provide Data Aggregation services related to the Health Care Operations of Subscriber.

c. Other Permitted Disclosures. Business Associate may disclose PHI and EPHI it creates, receives, maintains, or transmits on behalf of Subscriber to a third party for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that such disclosure is:

i. Required by Law; or

ii. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and (ii) Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.

3. De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is, therefore, not PHI is not subject to the provisions of this Agreement. Business Associate may de-identify PHI as part of the Services.

4. Obligations and Activities of Business Associate Regarding PHI and EPHI.

a. Limitation on Uses and Disclosures. Business Associate further agrees not to use or disclose PHI except as permitted by this Agreement or as Required by Law.

Subcontractors. Business Associate shall ensure that any subcontractor to whom Business Associate provides PHI or EPHI created, received, maintained, or transmitted by Business Associate on behalf of Subscriber has executed an agreement containing substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that only those who reasonably need to know such information in order to perform the Services receive such information and, in such case, only the minimum amount of PHI is disclosed as is necessary for such performance.

b. Safeguards. Business Associate agrees to implement and use, and require any subcontractor to implement and use, administrative, physical, and technical safeguards that reasonably and appropriately

protect the confidentiality, integrity, and availability of the PHI and EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Subscriber as required by the Security Rule and to comply with Subpart C of 45 C.F.R. Part 164 with respect to EPHI to prevent its use or disclosure other than as permitted by this Agreement.

c. Record of Disclosures. Business Associate agrees to maintain a record of its disclosures of PHI and related information as would be required for Subscriber to respond to a request from an Individual for an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall not be required to maintain a record of disclosures of PHI except from the Accounting of Disclosures requirement under 45 C.F.R. § 164.528, including: (a) for the purpose of Treatment, Payment, or Health Care Operations; (b) to an Individual who is the subject of the PHI; (c) pursuant to an Authorization that is valid under the Privacy Rule; or (d) for any other purpose excluded from the Accounting of Disclosures requirement under 45 C.F.R. § 164.528.

d. Requests for Accounting of Disclosures. Within thirty (30) days of Business Associate's receipt of a written request of Subscriber, Business Associate shall provide to Subscriber the record maintained by Business Associate in accordance with Section 4.c, above, as necessary to permit Subscriber to make an Accounting of Disclosure of PHI about an Individual in accordance with 45 C.F.R. § 164.528. Business Associate shall direct any Individual who submits a request for an Accounting of Disclosures to Business Associate to make such request of Subscriber or shall promptly forward such Individual's request to Subscriber.

e. Access to PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within thirty (30) days of receiving a written request from Subscriber, Business Associate shall make such PHI available to Subscriber, or, if directed by Subscriber, to an Individual, as is necessary for Subscriber to respond to an Individual's request for access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate shall provide such PHI in an electronic form and format requested by the Individual or Subscriber unless it is not readily producible in such format, in which case it shall be produced in an alternative readable electronic format. Business Associate shall direct any Individual who submits a request for access to PHI to Business Associate to make such request of Subscriber or shall promptly forward such request to Subscriber. Any denials of access to PHI requested by an Individual shall be the responsibility of Subscriber.

f. Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within thirty (30) days of receiving a written request from Subscriber, Business Associate shall make any requested amendment(s) or correction(s) to PHI, or take other measures as necessary to satisfy Subscriber's obligations under 45 C.F.R. § 164.526, as directed by Subscriber. Business Associate shall direct any Individual who submits a request for amendment of PHI to Business Associate to make such request of Subscriber or shall promptly forward such request to Subscriber. Any denials of an Individual's request to amend PHI shall be the responsibility of Subscriber.

g. Reporting. Business Associate agrees to promptly, and without unreasonable delay, report to Subscriber, any Security Incident, Breach of Unsecured PHI, or the modification, destruction, use, or

disclosure of PHI or EPHI not permitted by this Agreement by Business Associate or subcontractors of which Business Associate becomes aware. This Section 4.g constitutes notice to Subscriber of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems, including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to EPHI.

h. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

i. Access to Business Associate's Internal Practices. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI, including EPHI, available to the Secretary of the United States Department of Health and Human Services, in the time and manner designated by the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

j. Record Retention. Business Associate shall maintain, and shall require any subcontractors to maintain, all documentation required for or generated for the purpose of compliance with this Agreement for a period of at least six (6) years after termination of this Agreement. Subcontractor's obligations under this Section 4.j shall survive termination of this Agreement.

k. Minimum Necessary Policies. Business Associate agrees to comply with the Minimum Necessary policies of Subscriber as provided to Business Associate and applicable to the uses and disclosures by Business Associate subject to this Agreement. With respect to uses and disclosures for purposes of Business Associate's proper management and administration, to carry out Business Associate's legal responsibilities, or Required by Law, Business Associate may reasonably request that Subscriber revise its Minimum Necessary policies to permit the use or disclosure. Upon receipt of such request, Subscriber agrees to make such modification. In the event Subscriber refuses such request, Business Associate may terminate the Services Agreement and shall not be deemed to have defaulted under or breached the Services Agreement.

l. Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Subscriber of such Breach as required by 45 C.F.R. § 164.410. Except as otherwise required by law, Business Associate shall provide such notice verbally and in writing without unreasonable delay, and in no case later than ten (10) calendar days after discovery of the Breach.

i. Notice required by this Section 4.i shall include: (i) to the extent possible, the names of the Individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the Individual(s), and to protect against further Breaches; and (v) any other information that Subscriber determines it needs to include in notifications to the Individual(s) under 45 C.F.R. § 164.404(c).

ii. Business Associate shall reasonably cooperate and assist Subscriber to notify the Individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404.

iii. For purposes of this Agreement, "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Subscriber.

m. Security Rule Compliance. Business Associate agrees to comply with all applicable provisions of the Security Rule with respect to all EPHI.

n. Electronic Transactions. Business Associate shall comply with all applicable requirements of 45 C.F.R. Part 162 (the "Electronic Transactions Rule") in conducting, on behalf of Subscriber, any electronic transaction that is subject to the Electronic Transactions Rule, or would be subject to the Electronic Transactions Rule were Subscriber conducting the transaction itself.

#### 5. Obligations of Business Associate.

a. Requested Restrictions. Business Associate shall notify Subcontractor in writing of any restriction on the use or disclosure of PHI that Subscriber has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

b. Changes in or Revocation of Permission. Subscriber will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

c. Permissible Requests by Subscriber. Subscriber shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Security Rule if done by Subscriber, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities and legal responsibilities of Business Associate.

#### 6. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date of the Services Agreement and the obligations herein shall continue in effect until the earlier of: (a) termination of the Services Agreement; (b) in the event the Services Agreement lapses or otherwise terminates unintentionally, upon termination of the provision of the Services; (c) upon termination of this Agreement pursuant to Section 6.b. below; or (d) the mutual written agreement of the parties.

b. Termination for Cause. If either Subscriber or Business Associate determines that the other party has breached a material term of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the alleged breach and shall:

i. provide an opportunity for the breaching party to cure the breach or end the violation, as applicable, to the satisfaction of the non-breaching party within thirty (30) days' written notice specifying the nature of the alleged material breach. If the breaching party does not cure the breach or end the violation within the thirty (30) day period, then the non-breaching may immediately thereafter terminate this Agreement and the Services Agreement;

ii. immediately terminate this Agreement and the Services Agreement if cure of the material breach is not possible; or

iii. report the violation to the Secretary if neither termination nor cure is feasible as provided in (i) or (ii) of this Section 6.b..

c. Effect of Termination. Upon termination of this Agreement, Business Associate shall, unless Business Associate reasonably determines it is infeasible, return or destroy all PHI received from or created or received by Business Associate on behalf of Subscriber that Business Associate maintains in any form. Business Associate shall not retain copies of such information. This Section 6.c. shall also apply to PHI that is in the possession of any of Business Associate's subcontractors. If Business Associate reasonably determines that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of such PHI in a manner consistent with the protections required by this Agreement, and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The respective rights and duties of Business Associate in this Section 6.c. shall survive the termination of this Agreement, regardless of the reason therefor.

7. Indemnification. Business Associate and Subscriber each agree, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the other party (the "Indemnified Party") and any of Indemnified Party's employees, officers, directors, and agents (collectively, the "Indemnitees") from and against direct losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees, including at trial and on appeal) asserted or imposed against any Indemnitees arising out of the other party's breach of its obligations under this Agreement. Subscriber and Business Associate acknowledge and agree that Business Associate's above indemnification obligations are subject to and limited by Article XI, Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. The parties' obligations under this Section 7 shall survive any expiration or termination of this Agreement.

8. General Provisions.

a. Amendment. Subscriber and Business Associate agree to negotiate in good faith to timely amend this Agreement as necessary to remain in compliance with the Privacy Rule, the Security Rule, HIPAA, the HITECH Act, or other applicable law. In the event that after sixty (60) business days after the commencement of such negotiations in good faith the parties are unable to agree upon such an amendment, either party may then terminate this Agreement.

b. Relationship of Parties. This Agreement does not create, nor shall it be construed to create, a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Agreement, each party is at all times acting and performing as an independent contractor and is not authorized to act as an agent or representative of the other party. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Subscriber and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

c. Ownership. The parties acknowledge that this Agreement relates solely to the use and disclosure of PHI and EPHI, and does not grant or alter any ownership rights in such information.

d. Entire Agreement. This Agreement, together with the Services Agreements, contains the entire agreement between the parties with respect to the terms and conditions under which PHI and EPHI shall be (i) disclosed by Subscriber to Business Associate, and (ii) created or received by Business Associate on behalf of Subscriber. This Agreement supersedes all prior negotiations, representations, agreements, and other arrangements between the parties, whether oral or in writing, regarding the subject matter of this Agreement. There are no representations, understandings, or agreements relating to the matters expressed in this Agreement that are not fully expressed in this Agreement, and no change, waiver, or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the party against which such change, waiver, or discharge is sought to be enforced.

e. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

f. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

g. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Subscriber and Business Associate to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections or paragraphs themselves.

h. Notices. Any notices permitted or required by this Agreement will be addressed as provided in the Services Agreement or to such other address as a party may provide to the other.

i. Contradictory Terms. This Agreement hereby amends, modifies, supplements, and is made part of the Services Agreement, provided that any provision of the Services Agreement, including any exhibit and attachment, that is directly contradictory to one or more terms in this Agreement (“Contradictory Term”) shall be superseded by the terms of this Agreement with respect to the subject matter of this Agreement as of the date such term(s) becomes effective and only to the extent it is impossible to comply with both the Contradictory Term and this Agreement. Except as specifically provided in this Section 8, nothing in this Agreement is intended nor shall be construed to create, alter, amend, modify, diminish, or destroy any rights or obligations that either party has or may have under the Services Agreement.

j. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement, even though not all parties sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

Subscriber and Business Associate: YAMHILL COMMUNITY CARE ORGANIZATION

  
\_\_\_\_\_

Date: 12/31/2019

By: Seamus McCarthy

Title: CEO

Business Associate and Subscriber: YAMHILL COUNTY, OREGON

  
\_\_\_\_\_

Date: 12/31/19

By: SILAS HALLORAN-STEINER

Title: HHS DIRECTOR

**Attachment D**  
**Scope of Services**  
**Community Prevention and Wellness**

Yamhill County HHS Community Prevention and Wellness Coordinator will coordinate, oversee and track the Yamhill CCO Community Prevention and Wellness Board Committee (CPW) Plan. The comprehensive population-based plan for wellness for Yamhill community members will outline recommendations for strategy and options for resource allocation with the principle goal to improve long term population health. Specific tasks to be overseen by the CPW Coordinator include:

1. Assessment of current prevention and wellness activities and the scientific research supporting interventions and strategies.
2. Assessment of current financial resources supporting such activities, including where funding originates and total costs per program.
3. Study other models for community health and wellness, including both organizational and programmatic approaches.
4. Identification of best practices that are currently available in other community settings.
5. Development of strategies for improved prevention and wellness activities at every developmental phase for Yamhill community members, including both individual and population-based intervention.
6. Tracking of intermediate outcomes, programmatic and health indicators, return on investment, and overall community health improvement.

**Attachment E**  
**Scope of Services**  
**Needle/Syringe Exchange**

Partner or partner agencies will establish a minimum of one fixed location in the city of McMinnville for sharps/needle/syringe disposal and syringe distribution to promote use of clean needle/syringes and provide safe and appropriate disposal of needle/syringes. Partner or partner agencies will provide outreach via a mobile unit for all incorporated cities in the County, which includes Amity, Carlton, Dayton, Dundee, Lafayette, McMinnville, Newberg, Sheridan, Willamina and Yamhill. Partner will provide 1.0 full time equivalent (FTE) of a certified peer support specialist Certified Recovery Mentor.

Services will include:

- Peer to peer outreach and engagement
- Provide needle/syringes/ syringes on a one-for one basis (i.e., one clean syringe for one used syringe) Needle/syringe exchange at a minimum of one fixed location In McMinnville
- Operate the mobile unit at a minimum of one time per week including any additional locations identified in McMinnville outside of the fixed location
- Assist Yamhill County Public Health with reportable disease notification and contact follow up
- Support and facilitate those needing disease testing and treatment to access care
- Referral for services including housing, treatment, safe shelter for victims of domestic violence, healthcare services, etc.
- The service provider shall stop and leave the area if signs of drug use, drug paraphernalia (besides used syringes) or the selling of drugs is noticed
- Collect data as required for program evaluation
- Mandatory reporting for abuse and neglect as defined by Oregon law

**Attachment F  
Compensation**

**Rates below reflect the amounts YCCO is to pay to HHS effective 1/1/2020. These amounts include:**

1. CHA/CHIP payment in the amount of \$51,459 for .5 full time equivalent (FTE) Health Educator position that YCHHS will supply as defined in Section N, 10.
2. Community Prevention and Wellness payment in the amount of \$127,471 for 1.0 FTE Community Prevention Wellness position that YCHHS will supply who will be available to perform the services defined in Attachment D.
3. Needle/Syringe Exchange payment in the amount of \$61,500 as defined in Attachment E.

**Rates below reflect the amounts HHS is to pay to YCCO effective 1/1/2020. These amounts include:**

1. YCHHS will fund two (2) percent of total premium paid in 2019 as a 2020 CPW Fund contribution after the final L reports for calendar year 2019 have been submitted.