

**Memorandum of Understanding between
Yamhill County Health and Human Services and NEWCOM (Newberg - Dundee
911 Communications Center)**

This Memorandum of Understanding ("MOU") is entered into by and between **Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department (YCHHS)** and **The City of Newberg, a municipal corporation of the State of Oregon, acting by and through its Newberg-Dundee 911 Communications Center (NEWCOM).**

Purpose:

YCHHS is a community mental health program in **Yamhill County, Oregon** that provides crisis services and supports including answering community crisis calls during business hours at **(503) 434-7462**, as well as responding to requests for mobile crisis intervention from local area law enforcement agencies, a dedicated 24/7 Crisis hotline managed by Lines for Life **(844) 842-8200**, and the **988** National Crisis Line. The hotlines provide callers with 24-hour telephone crisis / suicide prevention, and community information and referrals.

This memorandum describes and documents the working relations between **YCHHS** and **NEWCOM**, the Emergency Communications Center (ECC), in order to enhance the delivery of Information & Referral, Crisis Intervention and Suicide Prevention services to community residents and assist with the non-emergency calls to 911.

Each party to this memorandum is a separate and independent organization and nothing herein shall be constructed to create a joint venture or legal partnership. Each organization shall retain its own identity in providing services.

YCHHS and NEWCOM agree to the following:

I: Confidentiality

1. YCHHS is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191 and subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2"). **YCHHS** and **NEWCOM** will comply with all applicable federal, state, and local confidentiality laws.

II: Client Contacts

1. **NEWCOM** may direct callers when appropriate requesting non-emergency related information and referral services to **YCHHS** through referral, call transfer, or call conferencing processes.
2. **NEWCOM** may direct callers in crisis or those individuals wanting to speak with a crisis counselor and not have EMS respond to their location to **YCHHS** through referral or call transfer or call conferencing processes.
3. **NEWCOM** may call three-way call **YCHHS** for callers in crisis who have EMS responding to their current location.

III: Term and Termination

This MOU is effective from the last date set forth adjacent to the signature of the parties below through June 30, 2025, thereafter, it shall be automatically renewed for successive one-year terms beginning July 1, 2025, unless modified by both parties. Either party may terminate this MOU by providing written notice of intent to the other party 30 days prior to termination, which shall conclude all activity detailed in this MOU. Each party shall remove references to this MOU from their websites and other similar documents upon termination.

IN WITNESS WHEREOF, YCHHS AND NEWCOM have executed this MOU as of the day and year written below by duly authorized representatives:

NEWBERG-DUNDEE 911 (NEWCOM)

By: 
(signature)
Date: 8/26/2024

Jeff Kosmicki
(printed name)

CHIEF of Police
(title)

YAMHILL COUNTY, OREGON

DocuSigned by:

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LINDSAY BERSHCAUER, Chair
Board of Commissioners
Date: 9/12/2024

Signed by:

FEB18FF1C3504C2...
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: 9/12/2024

FORM APPROVED BY:
DocuSigned by:

42D9EF9444634DC...
CHRISTIAN BOENISCH
County Counsel
Date: 9/12/2024

**Approved by the BOC on:
09/12/2024**

via Board Order No.:24-283