POLK COUNTY BOARD OF COMMISSIONERS

DATE: March 15, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

1. **CALL TO ORDER AND NOTE OF ATTENDANCE**

2. **ANNOUNCEMENTS**

   (a) **Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.**

   (b) **The Grand Ronde Sanitary District Board is meeting on March 15, 2023 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.**

3. **COMMENTS (for items not on this agenda)**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF THE MINUTES FROM March 8, 2023**
6. **APPROVAL OF CONSENT CALENDAR**
7. **CHA/CHIP MOU – Noelle Carroll**

CONSENT CALENDAR

(a) **Polk County Contract No. 23-40, Yamhill County Care Organization Inc**
(Tami Stump, Health Services)

(b) **Polk County Proclamation No. 23-01, In the Matter of Proclaiming Polk County's Opposition to Oregon Departments of Forestry's Current Western Habitat Conservation Plan**
(Craig Pope, Commissioner)

(c) **Polk County Contract No. 23-42, Oregon Health Auhtority**
(Tami Stump, Public Health)

THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION PURSUANT TO ORS 192.660.

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES March 8, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst was present and Commissioner Pope was absent.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF BOARD MEETING OF March 1, 2023

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE MINUTES OF March 1, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

7. RURAL POLK COUNTY POINT IN TIME UNSHELTERED HOMELESS COUNT

Brent DeMoe, Family Community and Outreach Director, and Amber Kramer, Family Community and Outreach Service Integration Coordinator, provided a report on the point in time count for Rural Polk County. Their report shared an introduction to the count, some information on the survey, and the implementation methods used.

8. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admin Services Director, is recommending to the Board the reclassification of a Health Services Supervisor I to a Health Services Supervisor II. Should the reclassification be approved it would be effective March 1, 2023 and will have an impact to the FY 22-23 budget of approximately $5000 including PERS contribution should it be for 12 months.

APPROVED BY CONSENSUS OF THE QUORUM.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

a) Polk County Contract No. 23-31, IGA with Lake County
(Morgan Smith, County Counsel)

b) Polk County Contract No. 23-32, Betty Sledge Enterprises
(Rosana Warren, Behavioral Health)

c) Polk County Contract No. 23-33, Service Contract
(Rosana Warren, Behavioral Health)

d) Polk County Contract No. 23-34, Service Contract
(Rosana Warren, Behavioral Health)

e) Polk County Contract No. 23-35, Oregon Dept of Human Services
(Rosana Warren, Health Services Developmental Disabilities)

f) Polk County Contract No. 23-36, Oregon Health Authorirty
(Rosana Warren, Public Health)

g) Polk County Contract No. 23-37, OHSU
(Rosana Warren, Public Health)

h) Polk County Contract No. 23-38, Multnomah Education Service District
(Rosana Warren, Public Health)

i) Polk County Contract No. 23-39, Service Contract
Rosana Warren, Public Health)

9. ADD ON

Morgan Smith, Polk County Counsel, recommended to the Board to delegate signing authority to Matt Hawkins, Admin. Services Director, to finalize any arrangements necessary for the closing of a bond claim from the 2022 Buena Vista Park Improvement project. The Board by consensus agreed and delegated that authority to Mr. Hawkins.

There was no need for an executive session and Commissioner Gordon adjourned the meeting at 9:27 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Kayla Welser
Approved: March 15, 2023

Marion County
OREGON
Health & Human Services

2/7/2023

Dear CHA/CHIP Partners,

This letter is to inform you of Marion County's position regarding the recently proposed Community Health Assessment (CHA) and the Community Health Improvement Plan (CHIP) Memorandum of Agreement (MOU). We have reviewed the requirements related to Marion County's role in the CHA/CHIP under section 7.6 of our provider agreement with PacificSource Community Solutions and Oregon Revised Statute 431.132. We believe that under both our provider agreement and statutes that Marion County is responsible for conducting the CHA and for identifying the priorities for our community that arise from the CHIP. As a result, we don't believe a MOU is necessary in our case. We also see the MOU duplicative and therefore will not sign it. This in no way changes our commitment to supporting CHA/CHIP activities and priorities. Marion County remains committed to the CHA and CHIP and will continue to lead the effort through dedicated staff and leadership support.

We collect data on the health status of the community, examine the determinants of health, and identify community strengths and weaknesses. Marion County has conducted high quality assessments since 2008 and is uniquely positioned to understand the health needs of the community.

We have enjoyed and value the partnership and collaboration over the years and look forward to many more assessment cycles to come.

Sincerely,

Katrina Griffith, MPH
(Formerly Rothenberger)
Deputy Director
Marion County Health & Human Services
Phone (503) 373-3787 **Mobile** (971) 707-2437
Email kgriffith@co.marion.or.us
3180 Center St. NE, Salem, OR 97301

CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren | Phone Number (Ext): 2428

Department: Health Services: Public Health | Consent Calendar Date: N/A

Contractor Name: Willamette Health Council

Address: 205 Chemeketa St. NE

City, State, Zip: Salem, OR 97301

Effective Dates - From: January 01, 2023 | Through: December 31, 2027

Contract Amount: $0

Background:

The County has received funds from the Oregon Health Authority through IGA 169527 for PE52-Modernization efforts that promote healthy equity and inclusion. This agreement through the Willamette Health Council maximizes those efforts through it's connection with different community partners.

Discussion:

This agreement is for cross county collaboration for the development of a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) Collaborative between Marion and Polk county community partners, is intended to align efforts and delineate roles and responsibilities in meeting the Marion-Polk Community Vision of improving the regions health and well being.

Fiscal Impact:

There is no direct exchange in funds due to this agreement, but future costs are covered under PE52-Modernization.

Recommendation:

It is recommended that Polk County sign this agreement with Willamette Health Council.

Copies of signed contract should be sent to the following:

Name: Rosana Warren | E-mail: hs.contracts@co.polk.or.us

Name: | E-mail:

Name: | E-mail:

Marion-Polk Community Health Assessment (CHA)/Community Health Improvement Plan (CHIP) Collaborative Memorandum of Understanding (MOU)

Marion-Polk Community Vision

A diverse and inclusive community with a physical environment that facilitates optimal physical and social health, infrastructure that supports economic growth and stability, and an integrated health care system that promotes equitable access to whole person care.

Purpose

The purpose of the Marion-Polk CHA/CHIP Collaborative is to align efforts of Local Public Health Authorities, Local Mental Health Authorities, hospital systems, the region's Coordinated Care Organization (CCO) and the local Health Council to develop a shared CHA and CHIP for Marion County and Polk County. As such, in a manner that upholds regulatory and related requirements among CHA/CHIP Collaborative Partners, this MOU is intended to be a tool for:

- Sharing in the development and update of the region's CHA;
- Based on the CHA, sharing in the development, implementation and monitoring of the region's CHIP;
- Delineating roles and responsibilities; and
- Appropriately resourcing this work through dedicated leadership and staff time, data sharing and funding.

See Appendix I for a complete list of the CHA/CHIP Collaborative Partners.

MOU Dates: This MOU's term begins January 1, 2023 and continues through December 31, 2027. Should any changes be needed to this MOU, proposed changes will be brought to the Executive Committee for review, approval, and MOU amendment. Subsequent years will require execution of a new MOU. The Executive Committee will have a process established for the development and execution of a new MOU.

CHA/CHIP Collaborative Partner Commitments

I. CHA/CHIP Collaborative Partners will seek to:

- Center community voice, perspective and lived experience;
- Support diverse representation and engagement;
- Identify and address health disparities; and
- Influence system change to advance a culture of health equity for the Marion-Polk region.

II. Commitment to collaboration: CHA/CHIP Collaborative Partners believe that to maximize opportunities to improve the health of the Marion-Polk region, our efforts will be more impactful if we take a unified approach to the CHA/CHIP. To this end, CHA/CHIP Collaborative Partners acknowledge that a collaborative approach to the CHA/CHIP:

- Is the right thing to do for our region, yielding more comprehensive, aligned and actionable products;

- Will maximize collective resources available for improving community health and advancing health equity;
- Requires resource commitments from all participants who would use the CHA/CHIP to satisfy regulatory requirements; and
- May not meet every organization's needs, and that there may be additional assessment and improvement planning work required for each organization to conduct themselves.

CHA/CHIP Collaborative Partner Contributions

Each CHA/CHIP Collaborative Partner will:

- Contribute the following as it relates to the CHA:
    - Assign a minimum of one (1) representative to participate in any committees, subcommittees or workgroups related to the CHA.
    - Help raise community awareness of and participation in the CHA.
    - Assign staff or volunteers to facilitate completion and submission of community surveys, support community listening sessions or other similar activities that aim to collect qualitative and quantitative data from the community's perspective.
    - In accordance with pertinent laws and policies, identify and provide pertinent qualitative and quantitative data in support of the CHA. Details related to CHA/CHIP data collection and sharing will be addressed through a data sharing agreement process, separate from this MOU.
    - Adopt the shared CHA and align it with organizational strategy, where possible.
- Contribute the following as it relates to the CHIP:
    - Assign a minimum of one (1) representative to participate in any committees, subcommittees or workgroups related to the CHIP.
    - Help raise community awareness of and participation in the CHIP.
    - In accordance with pertinent laws and policies, identify and provide pertinent qualitative and quantitative data in support of the CHIP. Details related to CHA/CHIP data collection and sharing will be addressed through a data sharing agreement process, separate from this MOU.
    - Adopt the shared CHIP. Use the CHIP to inform organizational strategy where possible.
    - At a minimum, on an annual basis, provide a list of any specific activities your organization will undertake in response to identified needs, as outlined in the CHIP, in a manner that can be aggregated and shared publicly. In addition, your organization will share outcomes of executed activities annually, where possible.
    - In real time, share information regarding:
        - Funding streams in support of CHIP priorities; and
        - Planned community investments in support of CHIP priorities.
    - Align funding streams and investments to maximize collective impact opportunities, where possible.
- Provide a resource allocation for the CHA/CHIP (such as annual funding, designated staff time and/or other in-kind contributions). Details of organizational resource allocation for the CHA/CHIP will be addressed through a resource agreement process, separate from this MOU.
- Designate a leadership representative to participate in the Executive Committee and a staff representative to participate in the Steering Committee. At the time of executing this MOU, provide their representatives' names and contact information, and keep this information up to date should there be changes.

In addition to the above contributions, Marion County Health & Human Services will:

- Lead and manage a comprehensive CHA process utilizing an evidence-based framework every 5 years with annual updates.
- Lead and manage a comprehensive CHIP development process every 5 years with annual updates.
- Provide a dedicated, full-time CHIP Coordinator position to staff both the Executive and Steering Committees.

In addition to the above contributions, the Willamette Health Council will:

- As the convener of the Marion-Polk CCO Community Advisory Council (CAC), ensure the CAC is supported in carrying out their key role in the CHA/CHIP. Per CCO regulatory requirements, the CAC is to oversee, with the CHA/CHIP Collaborative Partners, the development of the shared CHA and adopt the shared CHIP.
- Work with the CAC to identify and designate a CAC representative to serve on the Executive Committee as a voting member.

Signatures

LEGACY HEALTH

_____ has the authority to sign this MOU on behalf of Legacy Health.

By signing below, Legacy Health hereby agrees to the terms, commitments and contributions stipulated in this MOU.

_____
Signature

_____
Date

MARION COUNTY HEALTH AND HUMAN SERVICES

_____ has the authority to sign this MOU on behalf of Marion County Health and Human Services.

By signing below, Marion County Health and Human Services hereby agrees to the terms, commitments and contributions stipulated in this MOU.

_____
Signature

_____
Date

PACIFICSOURCE COMMUNITY SOLUTIONS, MARION-POLK CCO

_____ has the authority to sign this MOU on behalf of PacificSource Community Solutions, Marion-Polk CCO.

By signing below, PacificSource Community Solutions, Marion-Polk CCO hereby agrees to the terms, commitments and contributions stipulated in this MOU.

_____
Signature

_____
Date

POLK COUNTY HEALTH SERVICES

Noelle K. Carroll, Psy.D. has the authority to sign this MOU on behalf of Polk County Health Services.

By signing below, Polk County Health Services hereby agrees to the terms, commitments and contributions stipulated in this MOU.

_____

Signature

_____

Date

SALEM HEALTH

_____ has the authority to sign this MOU on behalf of Salem Health.

By signing below, Salem Health hereby agrees to the terms, commitments and contributions stipulated in this MOU.

_____
Signature

_____
Date

SANTIAM HOSPITAL

_____ has the authority to sign this MOU on behalf of Santiam Hospital.

By signing below, Santiam Hospital hereby agrees to the terms, commitments and contributions stipulated in this MOU.

_____
Signature

_____
Date

WILLAMETTE HEALTH COUNCIL

_____ has the authority to sign this MOU on behalf of the Willamette Health Council.

By signing below, the Willamette Health Council hereby agrees to the terms, commitments and contributions stipulated in this MOU.

_____
Signature

_____
Date

_____
CAC Representative Name

_____
CAC Representative Signature

_____
Date

Appendix I – Marion-Polk CHA/CHIP Collaborative Partners

Executive Committee Member Organizations

Legacy Health
Marion County Health and Human Services
PacificSource Community Solutions, Marion-Polk CCO
Polk County Health Services
Salem Health
Santiam Hospital
Willamette Health Council

CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren | Phone Number (Ext): 2336

Department: Health Services | Consent Calendar Date: Mar 16, 2023

Contractor Name: Yamhill County Care Organization Inc

Address: 807 NE Third Street

City, State, Zip: McMinnville, OR 97128

Effective Dates - From: January 01, 2023 | Through: December 31, 2023

Contract Amount: $334,031.04 Safety Net Services + DMAP+30% FFS on Non-Safety Net Services

Background:

YCCO and Polk County have partnered to give safety net services to YCCO members who are residents of Polk County. YCCO will reimburse Polk County on FFS basis at DMAP rates+30%.

Discussion:

This agreement is for the continuation of the partnership between YCCO and Polk County to provide safety net services to YCCO members who are residents of Polk County.

Fiscal Impact:

Revenue will cover expenses incurred to provide Safety Net Services.

Recommendation:

It is recommended that Polk County sign this agreement with Yamhill County Care Organization.

Copies of signed contract should be sent to the following:

Name:	Tami Stump	E-mail:	hs.contracts@co.polk.or.us
Name:		E-mail:	
Name:		E-mail:	

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

Preamble

As partners with shared populations within Polk County, we are jointly committed to improving the health of communities by coordinating health initiatives, seeking efficiencies through blending services and infrastructure, and engaging all stakeholders in efforts 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. We acknowledge that Polk County is part of a region that is shared by multiple CCOs and that collaboration between CCOs is important in the support of the health of communities and service provider systems.

The intent of this Local Mental Health Authority/Local Public Health Authority-Coordinated Care Organization Agreement ("Agreement") between YCCO and Polk 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 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) as well as CCO members. 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, 2023 and will expire on December 31, 2023 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, Section10, 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 at least ninety (90) days 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, aid and assist, detoxification services ensuring the continuum of care, and transitions services within and between health and public safety systems and all levels of care. The County will sustain efficient and effective management of LMHA responsibilities and activities in accordance with ORS 414.153 including, but not limited to the following services:
    a. The County shall act for the CCO in the management of children and adults at risk of entering or transitioning from the Oregon State Hospital (OSH), psychiatric inpatient hospital(s), or residential mental health or addictions care.
        i. County management of YCCO members on the OSH waitlist, in the OSH, or transitioning from the OSH will be in accordance with 309-091 -0000 through 309-091-0050 and OHA/CCO Services Contract Exhibit M (15)) c – e.
    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, but not limited to, supported employment and education, supported/supportive housing, early psychosis programs, assertive community treatment, or other types of intensive case management programs, Wraparound and home-based services for children; and
    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. **Health Assessments and Planning.** In coordination with other local health planning efforts; e.g., county mental health and addictions biennial implementation plans, and county public health plans, complete a community health assessment and facilitate the development of a community health improvement plan to identify community needs and focus areas. These efforts may be accomplished through multiple CCO collaboration in completion of assessment and improvement planning activities.

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

8. **Subcontractor Requirement.** To the extent Polk County contracts with other entities to perform any of the duties and obligations hereunder, Polk County shall ensure that any such subcontract contains all provisions required by applicable law, is consistent with the terms of this Agreement and agrees that OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of the Subcontractor, or of the Subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Contract.

M. County will:

1. **Adult Behavioral Health.** Advise YCCO 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 on issues related to children's system of care, including safety net services, crisis services, 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, social determinants of health 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, suicide

prevention, problem gambling prevention, reproductive health, nutrition, social determinants of health and chronic disease prevention.

b. Assure access to 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.

N. YCCO will*:*

1. **Mental Health Services.** Maintain or enhance sub capitation 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). 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 sub capitation 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). 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 (community based services and supports such as supported/supportive 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. 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. **Community Health Assessment and Health Improvement Plan (CHA/CHIP).** YCCO will collaborate and provide funding for Community Health Assessment and Health Improvement Plan activities.

O. Compensation. See Attachment C.

P. Point of Contacts.

Yamhill County Care Organization, Inc.:

The designated contact person is:

Seamus	**McCarthy, PhD**
First Name	Last Name
smcarthy@yamhillcco.org	**(503) 376-7424**
E-mail Address	Phone

Polk County:
The designated contact person is:

_____	_____
First Name	Last Name
_____	_____
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.

POLK COUNTY
BOARD OF COMMISSIONERS

_____

Commissioner, Lyle Mordhorst

Date: _____

Yamhill County Care Organization, Inc.

_____

Seamus McCarthy, PhD

Chief Executive Officer
807 NE Third Street
McMinnville, OR 97128

Date: _____

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 414.675 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/QUALIFIED SERVICE ORGANIZATION AGREEMENT

RECITALS

A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information ("EPHI") in the performance of its obligations under the Agreement; and

B. County operates a drug and alcohol treatment program 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"); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and

C. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement pursuant to this Business Associate/Qualified Service Organization Agreement ("BAA"); and

D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this BAA. Capitalized terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this BAA, Part 2, the Privacy Rule, the Security Rule and

other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.**

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this BAA), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this BAA, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement as amended by this BAA, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this BAA.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this BAA, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this BAA, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the

time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this BAA, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this BAA, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this BAA, provided that such use or disclosure would not violate Part 2, the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Services, Payment and/or Health Care Operations under Part 2, the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this BAA, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this BAA, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this BAA. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this BAA and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this BAA and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This BAA shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This BAA shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the BAA is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this BAA, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this BAA, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this BAA if the party in breach does not cure the breach of the terms of this BAA or end the violation within the time specified;

(2) Immediately terminate the Agreement and this BAA if the party in breach has breached a material term of this BAA and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this BAA are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this BAA, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this BAA to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this BAA to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this BAA or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this BAA from time to time as is necessary for COUNTY to comply with the requirements of Part 2, the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this BAA shall survive the termination of the Agreement and this BAA.

(d) Interpretation; Order of Precedence. Any ambiguity in this BAA or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this BAA amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this BAA and the Agreement are to be harmonized. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this BAA) and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this BAA and are the only parties entitled to enforce its terms. Nothing in this BAA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BAA.

(f) Successors and Assigns. The provisions of this BAA and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this BAA, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this BAA, the parties certify that they have read and understood this BAA, that they agree to be bound by the terms of this BAA and the Agreement, as amended, and that they have the authority to sign this BAA.

CONTRACTOR:	**COUNTY:**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment C
Compensation

Rates below reflect the amounts YCCO is to pay to Polk County effective 1/1/2023. Payment structure shall be a flat monthly rate. These amounts include:

Category	PMPM	Membership Average	Annual	Monthly
LMHA/CMHP Safety Net (ORS 430.630 and 414.153 (4) LMHA/CMHP required functions and outlined in this agreement)	$10.27	2,367	$291,709.08	$24,309.09
Peer/Community Services	$0.52		$14,770.08	$1,230.84
Public Health	$0.59		$16,758.36	$1,396.53
CHA/CHIP	$0.19		$5,396.76	$449.73
Administration fee	$0.19		$5,396.76	$449.73
Total	**$11.76**		**$334,031.04**	**$27,835.92**

The above stated monthly rate does not prohibit the Fee-For-Service billing of covered outpatient services, provided to YCCO members, that fall outside the activities and programs outlined above.

Qualified Directed Payments

Pursuant to 42 CFR 438.6 (c), CMS governs how states may direct managed care plans' expenditures in connection with implementing delivery system and provider payment initiatives under Medicaid manage care contracts. OHA refers to these payments as Qualified Directed Payments.

Base Payment Rates:

Behavioral Health Services – Reimbursement will be at 160% (for services by Psychiatrists or Psychiatric Mental Health Nurse Practitioners) and130% (for services by all other Provider types) of the Behavioral Health Oregon Medicaid fee-for-service (FFS) maximum allowable rates effective January 1, 2022, with the exceptions and/or additional payments as outlined below in Tiered Payments for Behavioral Health Qualified Directed Payments.

HCPCS/DMEPOS – Reimbursement will be at 160% (for services by Psychiatrists or Psychiatric Mental Health Nurse Practitioners) and130% (for services by all other Provider types) of current Oregon Medicaid fee-for-service (FFS), (Medicare DMEPOS Fee Schedule), effective January 1, 2022, with the exceptions and/or additional payments as outlined below in Tiered Payments for Behavioral Health Qualified Directed Payments.

Tiered Payments for BH QDP:

YCCO shall render payment based on the Qualified Directed Payment (QDP) requirements set forth by the Oregon Health Authority in contract and through associated OARs. As such, payment shall be rendered utilizing those QDP tiers that are applicable to the scope of services and provider type.

Tier 1: Applicable for Assertive Community Treatment (ACT), Supported Employment Services (SE), Outpatient Mental Health Treatment and Services (OPMH), and Outpatient Substance Use Disorder Treatment and Services (OP SUD).

Payment rate will be calculated based on whether the Behavioral Health (BH) Participating Provider derives its BH revenue primarily from providing services to individuals enrolled in Oregon's Medicaid and Children's Health Insurance Program (CHIP) programs. A BH Participating Provider is regarded as "Primarily Medicaid" if it derived at least fifty percent (50%) of its revenue from providing Medicaid services in the prior Contract Year.

Primarily Medicaid Payment: Qualified BH participating Providers payment will be a combination of their contracted payment rate effective January 1, 2022 plus thirty percent (30%) of the contracted payment rate effective January 1, 2022.

Non-Medicaid Primary Payment: Qualified BH participating Providers payment will be a combination of their contracted payment rate effective January 1, 2022 plus fifteen percent (15%) of the contracted payment rate effective January 1, 2022.

In order to be eligible for payment at the "Primary Medicaid" rate, Qualified BH participating Providers must submit a completed attestation to verify Primarily Medicaid status. Attestation form can be found on the OHA website or may be requested from YCCO Provider Relations representatives. All Qualified BH participating Providers will default to the 15% basis, until such attestation has been received and verified. Payments on the 30% increase shall be made effective as of January 1, 2023 or the beginning date of the current calendar quarter, whichever is later, following receipt of a validated attestation.

Tier 2: Co-Occurring Disorder (COD) Services payment increase is applicable for BH Participating Providers approved by OHA for provision of integrated treatment of Co-Occurring Disorders (COD) pursuant to OAR 309-019- 0145.

Payment will be calculated as follows:

For BH Participating Provider of non-residential services who are Qualified Mental Health Associates, Peers, or Substance Use Disorders Treatment Staff as defined in OAR 309-019-0105, the

payment increase is equal to ten percent (10%) of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate in effect on the date of service.

For BH Participating Provider of non-residential services who are Qualified Mental Health Professionals, or Licenses Health Care Professionals or Mental Health Interns as defined in OAR 309-019-0105, the payment increase is equal to twenty percent (20%) of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate in effect on the date of service.

For BH Participating Provider of Substance Use Disorders (SUD) residential services, the payment increase is equal to fifteen percent (15%) of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate in effect on the date of service.

Payments for this Tier shall be made effective as of January 1, 2023 or the beginning date of the current calendar quarter, whichever is later, following confirmation of OHA documented approval as a COD provider.

Tier 3: Culturally and Linguistically Specific Services (CLSS) QDP is applicable for BH Participating Provider who meet OHA established criteria for delivery of CLSS. Payment level shall vary based on whether the provider is designated as Non-rural or Rural as defined in OAR Chapter 309, Division 65.

Non-Rural BH Participating Provider will be paid an additional amount equal to 22% of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate that is in effect on the date of the CLSS eligible service.

Rural BH Participating Provider will be paid an additional amount equal to 27%of the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate that is in effect on the date of the CLSS eligible service.

Payments for this Tier shall be made effective as of January 1, 2023 or the beginning date of the current calendar quarter, whichever is later, following confirmation of OHA certification as a CLSS provider. Provider is responsible for submitting claims for CLSS eligible services with required payment related modifier.

Tier 4: Applicable for BH Providers of SUD residential services, Applied Behavior Analysis (ABA), and Wraparound. Eligible Providers will be paid at no less than the applicable Behavioral Health Oregon Medicaid fee-for-service (FFS) payment rate in effect on the date of service.

Other Payment Considerations:

Service codes not encompassed by QDP requirements and/or Medicaid fee-for-service (FFS) maximum allowable rates will be priced, at YCCO's discretion, by applying a comparable rate. The most current code sets will be recognized by Health Plan in accordance with HIPAA regulations. Services lacking a relative value weight, an established price, or Health Plan determined rate, will be paid at 35% of covered charges.

Revisions to fee schedules to accommodate CMS quarterly and off-cycle updates will occur regularly and in a reasonable timeframe, given revisions to claims adjudication software.

Allowed charges will be calculated, according to the applicable fee schedule, or billed charges, whichever is less.

BEFORE THE BOARD OF COMMISSIONERS FOR POLK COUNTY, OREGON

IN THE MATTER OF PROCLAIMING)
POLK COUNTY'S OPPOSITION TO)
OREGON DEPARTMENT OF)
FORESTRY'S CURRENT WESTERN)
HABITAT CONSERVATION PLAN)

PROCLAMATION NO. 23-01

WHEREAS, The Polk County Board of Commissioners represents an estimated 89,000 citizens, many of whom are employed in the forest products industry.

WHEREAS, Oregon Department of Forestry's Habitat Conservation Plan will significantly reduce the volume of timber harvested on state lands which will result in a reduction in jobs and timber harvest revenue in our community.

WHEREAS, 50% of Polk County land is forest land. A reduction in timber harvest revenue and jobs will have significantly negative impacts on our community.

WHEREAS, Wood products manufacturing supporting Polk County generate millions of dollars in direct and indirect economic activity. If implemented, this Habitat Conservation Plan will reduce log supply which jeopardizes entire communities, not just those who work directly in the forest sector.

WHEREAS, Costs associated with public services, education, housing, etc. will most likely increase during the 70-year permit period. Reducing revenue that supports these services will greatly impact our way of life.

WHEREAS, the current Environmental Impact Statement does not estimate the impacts on employment or wages in local communities.

WHEREAS, inaccurate numbers were used to project loss of jobs in the Environmental Impact Statement. The Environmental Impact Statement's modeling shows 3 jobs per million board feet of timber harvested. The Forest Products Industry standard uses 11-12 jobs per million board feet of timber harvested. ODF's Environmental Impact Statement only accounts for one quarter of the jobs in the Forest Product Industry.

WHEREAS, the crude discrepancy underestimates and undervalues the impact of the loss of jobs as well as the impact on local communities.

WHEREAS, The Oregon Board of Forestry and Oregon Department of Forestry will be in direct conflict of their obligation to the counties to manage forests for the 'greatest permanent value.'

WHEREAS, The Oregon Board of Forestry and Oregon Department of Forestry is knowingly allowing this HCP to move forward using ODF's Forest Management Plan which has been proven in a court of law to be a failure. The court awarded $1.1 billion to the counties suing the State and Board of Forestry for mismanagement of State timberlands while using the same Forest Management Plan as the HCP.

WHEREAS, The Board of Forestry's decision to allow the Habitat Conservation Plan to move into the National Environmental Policy Act (NEPA) process without obtaining input and approval from the Council of Forest Trust Land Counties is appalling and needs to be addressed before moving forward.

WHEREAS, As projected in the Environmental Impact Statement for the Habitat Conservation Plan, harvest revenues will not cover Oregon department of Forestry's costs associated with this Habitat Conservation Plan. Taxpayer's will be burdened with the expense of this plan, many of whom will also be looking for work.

WHEREAS, It is deeply concerning that the Board of Forestry and Oregon Department of Forestry would pursue a plan that would lead to its own insolvency and hinder its mission and contractual obligations. The current HCP, if implemented, would amount to gross financial mismanagement.

WHEREAS, We find it alarming that wildfire is defined as a 'disturbance' in the Environmental Impact Statement.

WHEREAS, This type of 'disturbance' is known to be most severe in passively-managed forests. Fuel loads in passively-managed forests are greater than in actively-managed forests, therefore forest fire poses a significant concern to areas surrounded by passively-managed forests.

WHEREAS, forest fires also impact other industries our community relies on for revenue and health of our residents. We've watched forest fires devastate rural communities around our state.

WHEREAS, Polk County is surrounded by forests, we do not want to add more fuel to any possible fires.

WHEREAS, wildfires consume forests, kill wildlife, pollute our air, and damage waterways. The very animals the Habitat Conservation Plan is trying to protect are in greater danger in passively-managed forest than a healthy actively-managed forest.

WHEREAS, this HCP will decimate Oregon's ability to make climate-friendly wood products- the only building material that actually stores carbon.

WHEREAS, this HCP will impact our ability to make advanced wood products like CLT for building. Wood is the only renewable and sustainable building material. The cement industry contributes 5% of the world's emissions and the steel industry contributes 8%, whereas the Forest Products Industry uses wood which sequesters carbon and locks it up unless it burns.

WHEREAS, the drastic decrease of available timber will require us to import more of our wood products from other places that don't share our commitment to sustainability and will enlarge our carbon footprint.

WHEREAS, since the 1990's we've witnessed 90% of Federal timberland and hundreds of thousands of acres of State and Private timberland not being managed properly, in part due to the Endangered Species Act being used to protect habitat. We are now witnessing the unintended consequences which are an increase of severe wildfires, longer fire seasons, loss of wildlife, loss of habitat, polluting our air, destroying watersheds, all at an accelerating financial and environmental expense.

WHEREAS, studies show that the Northern Spotted Owl's population is steadily declining, despite other Habitat Conservation Plan's dedicated to protecting and improving its habitat. After decades of our forests being set aside to protect the habitat of the Northern Spotted Owl, we now know the greatest threat to the Northern Spotted Owl is the Barred Owl not the lack of habitat.

WHEREAS, the current Habitat Conservation Plan does not address the threat of the Barred Owl on the Northern Spotted Owl, nor does it estimate future population targets of the subject species. Our concern is that the Northern Spotted Owl and other species could be used to perpetuate Habitat Conservation Area's when the other issues are not being addressed.

WHEREAS, the benefits derived from this Habitat Conservation Plan, many of which are in dispute, do not justify the socioeconomic impact, environmental impacts, obligation of the state to manage forests for the greatest permanent value, and the loss of harvest revenue we depend on.

THEREFORE, Polk County Board of Commissioners resolve to oppose the current Western Habitat Conservation Plan which will have drastic direct and indirect impacts on residents, our community, and our environment.

Dated this 15th day of March, 2023

POLK COUNTY BOARD OF COMMISSIONERS

_____

Jeremy Gordon, Chair

_____

Lyle Mordhorst, Commissioner

_____

Craig Pope, Commissioner

CONTRACT REVIEW SHEET

Staff Contact: Tami Stump | Phone Number (Ext): 2336

Department: Health Services: Behavioral Health | Consent Calendar Date: February 22, 2023

Contractor Name: Oregon Health Authority

Address: 635 Capitol St NE Suite 350

City, State, Zip: Salem, OR 97301

Effective Dates - From: January 01, 2023 | Through: June 30, 2023

Contract Amount: $1,610,486

Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This contract is an amendment to the initial award from the state IGA 173147. The award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

Amendment 7 awards Polk County's portion of the State's $11M ARPA Crisis Grant in the amount of $238,639.48. This is one time funding. Amendment 7 also corrects the funding errors on Amendment 6 by removing the funds awarded in error to MHS 26 EASA (<$78,600>) and MHS 35 Older Adult (<$190,878.12>) and adding back the miscalculations of funds to MHS 01 Local Admin ($1,400.99) and MHS 38 Supported Employment ($60). These corrections bring our contract back in line with our CY 2022 Contract.

Fiscal Impact:

A one time addition to Crisis in the amount of $238,639.48.

Recommendation:

It is recommended that Polk County sign amendment 7 to IGA 173147 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Tami Stump | E-mail: hs.contracts@co.polk.or.us

Name: Chrissy Thomson | E-mail: thomson.chrissy@co.polk.or.us

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

SEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY 2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173147

This Seventh Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Polk County** ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.

2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

6. Signatures.

Polk County
By:

Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority
By:

Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division
By:

Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0723

CONTRACT#: 173147 CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: ________ DATE CHECKED: __________

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2022-2023														
	BASE	SYSTEM MANAGEMENT AN												
1	804	MHS01		1/1/2023 - 6/30/2023	0 /NA	$0.00	$1,400.99	$0.00	A		1	Y		
				TOTAL FOR SE# 1			$1,400.99	$0.00						
	BASE	COMMUNITY CRISIS SER												
25	331	CRISIS		1/1/2023 - 6/30/2023	0 /NA	$0.00	$238,639.48	$0.00	C		1	N		1
				TOTAL FOR SE# 25			$238,639.48	$0.00						
	BASE	EARLY ASSESSMENT AN												
26	804	EASA		1/1/2023 - 6/30/2023	0 /NA	$0.00	-$78,600.00	$0.00	A	26A	1	Y		2
				TOTAL FOR SE# 26			-$78,600.00	$0.00						
	BASE	GERO SPECIALISTS												
35	804	GERO		1/1/2023 - 6/30/2023	0 /NA	$0.00	-$63,626.04	$0.00	A	35A	1	Y		3
	BASE	GERO SPECIALISTS												
35	804	GERO		1/1/2023 - 6/30/2023	0 /NA	$0.00	-$63,626.04	$0.00	A	35A	1	Y		3
	BASE	GERO SPECIALISTS												
35	804	GERO		1/1/2023 - 6/30/2023	0 /NA	$0.00	-$63,626.04	$0.00	A	35A	1	Y		3
				TOTAL FOR SE# 35			-$190,878.12	$0.00						
	BASE	NI SUPPORTED EMPLOYM												
38	411	NISUEM		1/1/2023 - 6/30/2023	0 /NA	$0.00	-$17,600.00	$0.00	A		1	Y		4
	BASE	NI SUPPORTED EMPLOYM												
38	411	NISUEM		1/1/2023 - 6/30/2023	0 /NA	$0.00	$17,660.00	$0.00	A		1	Y		
				TOTAL FOR SE# 38			$60.00	$0.00						
				TOTAL FOR 2022-2023			-$29,377.65	$0.00						
				TOTAL FOR M0723 173147			-$29,377.65	$0.00						

OREGON HEALTH AUTHORITY

Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY Contract#: 173147
DATE: 02/16/2023 REF#: 010

REASON FOR FAAA (for information only):

Mobile Crisis Intervention Services (MHS 25), funds are awarded. Correction of duplication and/or missed funds.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0723	1	The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.
M0723	2	Special Condition #M0714 in BASE Agreement, regarding "MHS 26 Services" applies.
M0723	3	Special Condition #M0714 in BASE Agreement, regarding "MHS 35 Services" applies.
M0723	4	Special Condition #M0714 in BASE Agreement, regarding "MHS 38 Services" applies.