



AGREEMENT
Yamhill Community Care
Community Prevention and Wellness Grant Funding

This agreement (“Agreement”) is between Yamhill County Care Organization, Inc. dba Yamhill Community Care (YCCO) and Yamhill County, a political subdivision of the State of Oregon acting by and through its Health and Human Services Department (hereafter “Agency”), effective August 15th, 2021.

Project: Universal Voluntary Home Visiting Contact/Lead: Lindsey Manfrin, DNP, RN Phone: 503-434-7525 E-mail : manfrinl@co.yamhill.or.us	Yamhill CCO Contact: Emily Johnson Title: Community Health Specialist Phone: (503)376-7428 E-mail: ejohnson@yamhillcco.org
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Background:

The purpose of this Agreement is to enable Agency to offer the option of home visiting for any family in Yamhill County, regardless of insurance or residency status, as described in the attached Exhibit A (the “Activities”). This primarily addresses Strategy 5.1.2 of the Community Health Improvement Plan: Collaborate with Public Health to support Nurse-Family Partnership.

Terms of Agreement:

- 1. Compensation:** YCCO agrees to pay Agency the sum of \$298,531.33 in two (2) payments: the first upon execution of this Agreement and receipt of invoice, the second upon receipt of invoice and first report. YCCO will submit payment to Agency within sixty (60) days of receiving an invoice, assuming all deliverables in Exhibit A are met and the invoice reflects correct amounts. Agency expressly assumes all tax and insurance liabilities associated with the compensation paid pursuant to this Agreement. Payment will be made by a YCCO check payable to Agency or in such other form as the YCCO may require.
- 2. Invoicing.** In order to receive the funds, Agency must submit an invoice along with each report. Agency may also be required to submit record of expenses, including pay stubs, receipts, or account of services delivered within thirty (30) days of request from YCCO.
- 3. Term:** This Agreement shall be effective from 8/15/21 – 8/14/22.
- 4. Termination.** This Agreement may be terminated:
 - a. By written agreement of both parties if the deliverables listed in Exhibit A are not met, or
 - b. By either party with written notice to the other party no less than thirty (30) days in advance of termination.If deliverables listed in Exhibit A are not met, or funds are spent inappropriately or significantly change without prior approval, YCCO may recoup some or all funds disbursed with a written request for repayment.
- 5. Alteration of plans:** If the submitted deliverables or budget need to change, a request must be submitted in writing and approved by YCCO before funds will be disbursed.
- 6. Reporting:** YCCO will work closely with Agency to develop the project, and Agency will maintain regular communication with YCCO as requested. The due dates for formal reporting on spending and activities completed are as follows:

- August 15th 2021 – December 31st 2021; report and invoice due January 31st 2022
- January 1st 2022 – July 31st 2022; report due August 31st 2022

7. Use of funds. The Agency agrees that this Agreement does not imply or guarantee ongoing funding, and funding will cease after all payments have been made or the Agreement is terminated. No funds can be used for political purposes, lobbying, or to any non-charitable purposes within the meaning of Chapter 65 of Oregon Administrative Rules regarding 501(c)3 corporations.

8. Independent Contractor; Third Party Beneficiaries. YCCO and Agency are the only parties entering into this Agreement. Agency is an independent contractor and nothing in this Agreement shall create or be construed to create the relationship of principal and agent, or the relationship of partnership or joint venture. YCCO's agents, officers, or employees shall not be considered or considered to be employees of Agency and Agency's agents officers and employees likewise shall not be construed to be employees of YCCI. Agency may not use the funds disbursed through this Agreement to distribute subgrants or fund any third party for new projects or work outside of the services listed in Exhibit A unless expressly described in this Agreement in advance. If any other party is approved to receive funding or subcontract, Agency will continue to be responsible for meeting the requirements of this Agreement and submitting reports to YCCO. YCCO will not be liable for the distribution of funds to third parties.

9. Dispute Resolution. If any complaint or concern arises, Agency may contact YCCO at 503-376-7420, or mail a complaint to:

Yamhill Community Care Organization
 Attn: Health Plan Operations
 807 NE 3rd St.
 McMinnville, OR 97128

The parties shall in good faith attempt to resolve any dispute arising out of or related to this Agreement by negotiation for 30 days, or, if the parties agree, through mediation before a mutually-acceptable mediator. If any dispute is not resolved by negotiation or mediation, the dispute may, upon the written request of either party, be submitted to binding arbitration to be conducted in accordance with Oregon Revised Statutes, Chapter 36 and Uniform Trial Court Rules, Chapter 13. If the parties cannot mutually agree on a single arbitrator within ten (10) days after receipt of the notice, they shall within ten (10) days each appoint one arbitrator, and the two (2) so appointed arbitrators shall agree on a third arbitrator to hear arguments and make a decision. If the two (2) selected arbitrators cannot agree on a third arbitrator, the parties shall request that the Presiding Judge of Yamhill County appoint an arbitrator with knowledge of the subject matter to act as the third arbitrator. Arbitration shall be held in Yamhill County, Oregon unless the parties mutually agree to another site. The decision of the arbitrator shall be final and binding, and judgment on any award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party shall pay an equal share of the costs of the arbitration services, but shall otherwise pay its own costs and expenses of participation. This dispute resolution process is the sole means for resolving disputes arising out of, related to, or interpreting this Agreement.

10. Data Sharing. Agency agree to share all data relevant to the project with YCCO through regular reports and as requested within thirty (30) days of written request. This includes clinical records, financial records related to this Agreement, documents, plans, expense reports, and employee payment.

11. Intellectual Property. All copyright interests in materials produced as a result of this Agreement are owned by Agency. The Agency grants to YCCO a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered

or implemented, any and all such materials produced in connection with this Agreement.

12. Confidential Information. Each party shall keep information confidential and shall not use or disclose, except for the purpose of performing their obligation hereunder or as otherwise required by law. "Confidential Information" shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and that relates to the party's business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances. Any unauthorized disclosure or violation of information resulting in a breach of confidentiality, integrity, security, or compromise of proprietary business information shall be cause for termination of agreement, and/or possible legal action under applicable state and federal laws.

13. Equity. YCCO encourages culturally responsive and equity-oriented practices that recognize and support people of all backgrounds, beliefs, and identities. YCCO is committed to serving the community in the way that is most appropriate to the individualized needs of the population while celebrating its diversity. To do this, any partnerships that YCCO develops must have a mutual agreement to promote acceptance, inclusion, and respect in their practices and in their community.

14. Non-Discrimination. In compliance with state and federal laws and regulations, Agency will not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of their policies, procedures, or practices.

15. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement, it being understood that all parties need not sign the same counterpart.

16. Assignment. No assignment of this Agreement by either party shall be valid without the prior written consent of the other party. Any attempted assignment in contravention of this Section shall be null and void.

17. Notice. All notices required by this Agreement shall be in writing addressed to the party listed at the start of this Agreement. Notice shall be deemed given for all purposes upon receipt, when personally delivered; one (1) day after being sent, when sent by recognized overnight courier service; two (2) days after deposit in United States mail, postage prepaid, registered or certified mail, or email or when provided as an attachment to an email. Any party may designate a different mailing address for all future notices by notice given in accordance with this paragraph.

18. Compliance with Laws. The parties intend the terms of this Agreement and their relationship to comply with all applicable laws, ordinances and regulations. Further, during the term of and with respect to their performance under this Agreement each party shall remain in compliance with all applicable laws, ordinances and regulations. This Agreement shall be deemed amended to conform to any change in applicable laws or regulations which affect the provisions of the Agreement. The amendment shall be effective on the date such change becomes effective.

19. Indemnification. Agency and YCCO each agree to defend, indemnify and hold harmless the other, including the other's officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all third party claims, demands, enforcement proceedings, law suits, losses, damages and expenses, including attorney's fees or penalties, arising out of or that are caused or occasioned by its own negligent act or omission in performance of its duties or obligations under this Agreement. Agency and YCCO acknowledge and agree that Agency's above indemnification obligations are subject to and limited by Article XI, section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. This indemnity requirement shall survive termination of this Agreement. Notwithstanding anything contrary in this Agreement, Agency shall not be liable to YCCO, via indemnification or otherwise, for claims, demands, enforcement proceedings, lawsuits, losses, damages or expenses that occur based on Agency's good faith reliance on the accuracy and truthfulness of information received from third parties, including but not limited to the YCCO, YCCO members, or health care providers.

20. Modification. No modification of this Agreement, including the attached Exhibit shall be valid unless

in writing and signed by all of the parties. As between the parties, no terms and conditions contained in an electronic notification shall be of force or effect.

21. Integration. This Agreement including its Exhibits constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties with respect to the subject matter contained herein.

22. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and its implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect unless the invalidity substantially modifies the benefit of this contract to either party.

23. Waiver. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. Effective waivers of any provision of this Agreement must be set forth with specificity in writing and signed by the waiving party.

24. Governing Law. To the extent not preempted by Federal law, this Agreement shall be interpreted and enforced according to the laws of the State of Oregon, without regard to choice of law analysis.

Agree to on behalf of
Yamhill County Health and Human Services

Lindsey Manfrin

Digitally signed by Lindsey Manfrin
DN: c=us, dc=us, dc=yamhill, dc=co, ou=County,
ou=HHS, ou=Public Health, cn=Lindsey Manfrin,
email=manfrin@co.yamhill.or.us
Date: 2021.11.05 07:43:32 -0700

Signature

Lindsey Manfrin, DNP, RN
Director

Date: _____

Agree to on behalf of
Yamhill Community Care



Signature

Seamus McCarthy, PhD
President/CEO

Date: November 4, 2021

Accepted by Yamhill County
Board of Commissioners on
11/9/21 by Board Ord
21-459

EXHIBIT A

Description of Activities:

Program Description: HHS will support 2FTE Public Health nurses to work with each Yamhill County hospital, working with prenatal providers and hospitals to connect with families interested in receiving a post-partum nurse home visit.

Agency shall:

1. Return reviewed and signed Letter of Agreement.
2. Submit a current W9 for the organization.
3. Complete an invoice for each payment.
4. Complete and submit an expenditure report no later than thirty (30) days following the end of each reporting period.
5. Agency may be asked to submit record of expenditures, including but not limited to pay stubs, invoices, or receipts no later than thirty (30) days following a request from YCCO.
6. Complete and submit report and documentation of expenses no later than thirty (30) days following the end of each reporting period.
7. Attend meetings, learning sessions, and conferences to share learnings and outcomes with the community, if requested.
8. Implement and report on the following performance measures to achieve progress toward the goals of the initiative:
 - a. Hire two FTE nursing staff
 - b. Establish MOUs with each hospital in Yamhill County
 - c. Create FamilyCore workflow for referral into expanded home visiting network
 - d. Collect and report, at minimum, number of program participants and aggregated race/ethnicity, language, and disability data from members served or participants in the program.

Yamhill Community Care Organization shall:

1. Provide technical assistance in reporting.
2. Disburse payment to Agency two (2) payments of \$149,265.66 and \$149,265.67, totaling \$298,531.33, upon the following conditions:
 - a. Execution of contract
 - b. Receipt of invoice
 - c. Receipt of reports
 - d. YCCO determines satisfactory progress toward performance measures and appropriate use of funds. If activities listed in Exhibit A are not met, or funds are spent inappropriately or significantly change without prior approval, YCCO may recoup some or all funds disbursed.