

AGREEMENT FOR SERVICE INTEGRATION TEAM SERVICES

THIS AGREEMENT ("Agreement") is made by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("YCHHS") and Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation dba Yamhill Community Care Organization ("Yamhill CCO").

RECITALS:

1. County through its Health and Human Services Department, provides services for its clients, including services provided in conjunction with the Yamhill County Service Integration Teams (SIT) model. In order to ensure collaboration between agencies and to deliver high quality coordination of the SIT Services in Yamhill County, County is interested in contracting with Contractor to facilitate and provide SIT services.
2. Contractor has experience in facilitating and providing SIT services. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010 (3). NOW THEREFORE

AGREEMENT

In exchange for the promises and other consideration set forth below, IT IS HEREBY AGREED

Section 1. Effective Date. The term of this Agreement is from July 1, 2015 through June 30, 2016, unless terminated in accordance with Section 5 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this agreement.

Section 2. Services. County and Contractor each agree to perform the services ("Services") included in the Statement of Work as specified in the "Memorandum of Understanding Service Integration Teams", attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. Reporting. County and Contractor agree to prepare and furnish reports to each other upon request. County and Contractor agree to and do hereby grant each other the right to reproduce, use and disclose for their internal administration purposes only, all or any part of the reports, data, and technical information furnished under the Agreement.

Section 4. Contributions. County and Contractor both agree to make the contributions of Services and funding as further described in Exhibit A.

Section 5. Termination; No Encumbrance or Expenditure after Notice of Termination.

A. Either party may terminate the Agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of termination of this Agreement to

Accepted by Yamhill County
Board of Commissioners on
12-3-15 by Board Order
15-487

Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination.

C. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

Section 6. Independent Contractor. Contractor is engaged under this Agreement as an independent contractor, and will be so deemed for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits typically granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as required by law.

C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer as provided by ORS 656.403 et. seq.

Section 7. Requirements Imposed by Law. The Contractor certifies it shall comply with all applicable Public Contract Laws to including, but not limited to, ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530, as applicable. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference. In addition, Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The Contractor hereby represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318 and that the Contractor shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before or during the term of this Agreement is an event of default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

Section 8. Indemnification. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County agrees to indemnify, hold harmless, save and defend Contractor, its officers, agents and employees against any and all claims, suits, actions, damages, costs, losses, fees, expenses or judgments resulting from, arising out of or connected with any such injury or the Services provided by County pursuant to this Agreement. Contractor agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees against any and all claims, suits, actions, damages, costs, losses, fees, expenses or judgments resulting from, arising out of or connected with any such injury or the Services provided by Contractor pursuant to this Agreement.

Section 9. Insurance. Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
- C. Professional Liability Insurance, including errors and omissions coverage, covering Contractor pursuant to this Agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;
- D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services;

The Commercial General Liability and Commercial Automobile Liability shall (i) name the State of Oregon and the County, its directors, officers, employees and agents as additional insureds and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to Contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

Section 10. Confidentiality. Contractor acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor or its agents in the performance of this Agreement shall be deemed to be confidential information of County (“Confidential Information”). Any reports or other documents or items, including software, that result from Contractor’s use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement. Contractor agrees that, upon termination of this Agreement or at County’s request, Contractor will turn over to County all documents, papers and other matter in Contractor’s possession that embody Confidential Information.

Section 11. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County’s prior written consent. This Agreement shall not be assigned by Contractor without the prior written consent of County.

Section 12. Non-discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.

Section 13. Waiver; Remedies. County and Contractor acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 14. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively “Claim”) between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Contractor, BY EXECUTION OF THIS AGREEMENT CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 15. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 16. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Section 17. Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

Section 18. Entire Agreement. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**YAMHILL COUNTY CARE
ORGANIZATION, INC.**

By: 
(signature)
Date: 12/3/2015

JIM CARLOUGH
(printed name)

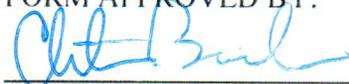
PRESIDENT / CEO
(title)

Tax ID No.: 30-4742731

YAMHILL COUNTY, OREGON


ALLEN SPRINGER, Chair MARY STARRETT, VICE CHAIR
Board of Commissioners
Date: 12/4/15


SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 12/3/15

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 12/3/15

Accepted by Yamhill County
Board of Commissioners on
12-3-15 by Board Order
15-487

Exhibit A



Yamhill Community Care Organization
Your Local Health Partner

MEMORANDUM OF UNDERSTANDING
SERVICE INTEGRATION TEAMS

**Between Yamhill County Health and Human Services
and Yamhill Community Care Organization**

The purpose of this document is to establish a mutual framework outlining the relationship between Yamhill County Health and Human Services (HHS) and Yamhill Community Care Organization (Yamhill CCO) in regards to funding Yamhill County Service Integration Teams (SIT) during fiscal year 2015-2016.

The goal is to ensure collaboration between agencies to deliver high quality coordination of the Service Integration Teams (SITs) in Yamhill County.

There are a total of seven SITs which include Amity, Sheridan, West Valley, McMinnville, Yamhill-Carlton, Dayton, and Newberg. Each SIT has its own budget that will be used to cover expenses for needs that cannot be met through the existing resources in the county. Due to the larger, concentrated populations in McMinnville SIT and Newberg SIT, each of these SITs will have a budget of \$5,000 per year and all other SITs in Yamhill County will each have a budget of \$3,000 per year.

Yamhill County HHS agrees to provide the following services and contributions:

1. Assistance with implementation and planning of the SITs by the Public Health AmeriCorps Vista until end of service date, April 2016.
2. Design of marketing materials. Inclusion of HHS, Yamhill CCO, and United Way of the Mid-Willamette Valley logos on materials.
3. Design of monthly SIT Community Newsletter.
4. Facilitation of SIT meetings as needed by AmeriCorps Vista.
5. Recording of minutes at each SIT meeting by AmeriCorps Vista.
6. Contribution of funding for each of the seven SITs for a grand total of \$10,500:
 - a. West Valley SIT \$1,500 per year
 - b. Amity SIT \$1,500 per year
 - c. Sheridan SIT \$1,500 per year
 - d. McMinnville SIT \$1,500 per year
 - e. Yamhill-Carlton SIT \$1,500 per year
 - f. Dayton SIT \$1,500 per year
 - g. Newberg SIT \$1,500 per year
7. HHS representation at each SIT monthly meeting.



Yamhill Community Care Organization
Your Local Health Partner

Yamhill CCO agrees to provide the following services and contributions:

1. Promotion of SITs and recruitment of participants.
2. Coordination and scheduling of meeting locations for each SIT.
3. Coordination of meeting agendas, materials, and facilitation of each SIT meeting.
4. Sharing of resources and information as requested by community partners participating in SITs.
5. Tracking of expenses, contributions, and referrals for each SIT.
6. Development and submission of reports for grant funders and program evaluation.
7. Development of submission and payment process for SIT fund requests.
8. Management of mailing lists for each SIT.
9. Management of SIT Facebook page.
10. Management of SIT webpage on Yamhill CCO website.
11. Contribution of funding for each of the seven SITs for a grand total of \$14,500:
 - a. Amity SIT \$1,500 per year
 - b. West Valley SIT \$1,500 per year
 - c. Sheridan SIT \$1,500 per year
 - d. McMinnville SIT \$3,500 per year
 - e. Yamhill-Carlton SIT \$1,500 per year
 - f. Dayton SIT \$1,500 per year
 - g. Newberg SIT \$3,500 per year
12. Management of United Way grant award including employment of SIT Coordinator under the Early Learning Hub of YCCO.

This MOU can be changed at any time, as agreed to by Yamhill County Health and Human Services and Yamhill Community Care Organization.



 Jim Carlough
 Chief Executive Officer
 Yamhill Community Care Organization

11/23/15

 Date



 Silas Halloran-Steiner
 Director, Yamhill County Health and Human Services Department

12/3/15

 Date