



**Yamhill Community Care Organization**  
**LETTER OF AGREEMENT**  
 Yamhill Community Care Organization  
 Sustainable Relationships for Community Health  
 Letter of Agreement

This Letter of Agreement (“Agreement”) is between Yamhill County Care Organization, Inc. dba Yamhill Community Care Organization (YCCO) and Yamhill County Health and Human Services (hereafter “Agency”), effective February 1<sup>st</sup> through August 31<sup>st</sup>, 2018.

Project: SRCH	Yamhill CCO Contact: Emily Johnson
Contact/Lead: Samantha Kinney	Title: Grant and Project Coordinator
Title: Community Prevention and Wellness Coordinator	Phone: 503-376-7428
Phone: 503-474-6309	E-mail: ejohnson@yamhillcco.org
E-mail: kinneys@co.yamhill.or.us	

**Background:**

The purpose of this Agreement is to enable Agency to develop and coordinate a Diabetes Prevention Program referral system and outreach strategy and promote colorectal cancer screening in the community, as described below. This primarily addresses Focus Area 2 of the YCCO Strategic Plan – Community Outreach.

**Description of Activities:**

YC HHS will partner with YCCO to develop a referral workflow and establish a closed-loop feedback referral system in order to encourage participation and successful delivery of Diabetes Prevention Program in Yamhill County, and support and engage in promotion activities for both DPP and CRC.

**Yamhill County Health and Human Services shall:**

1. Return reviewed and signed Letter of Agreement.
2. Invoice YCCO for payment according to below payment schedule
3. Develop one Diabetes Prevention Program in the county behavioral health clinic.
4. Define the patient population and utilize Electronic Health Records to identify beneficiaries at high risk for type 2 diabetes by creating registry of all pre-diabetic patients
5. Maintain aggregate patient data, tracking, and reporting
6. Identify and conduct quality improvement processes
7. Develop and conduct referral process and workflow for DPP
8. Assist in promoting colorectal cancer screening
9. Data submission by the below timeline:
  - a. First submission: March 10, 2018
  - b. Second submission: May 10, 2018
  - c. Third submission: June 10, 2018
  - d. Fourth submission: August 10, 2018
10. Designated team members will attend all SRCH Institutes or send a proxy, if possible
11. Participate in discussion around future program delivery feasibility at a clinic level
12. Maintaining regular and timely communication with YCCO project team and as needed with Oregon Health Authority.

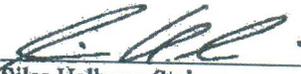


**Yamhill Community Care Organization shall:**

1. Coordinate data reporting
2. Provide technical assistance in program implementation and reporting
3. Disburse funding in payments totaling \$20,000 according to the following payment schedule:
  - a. One payment of \$9,500 (\$7,000 to the behavioral health clinic and \$2,500 to Yamhill County Public Health) upon receipt of invoice by May 15<sup>th</sup> 2018
  - b. One payment of \$10,500 (\$8,000 to the behavioral health clinic and \$2,500 to YC Public Health) upon receipt of invoice and third data submission

Agree to on behalf of  
Yamhill County Health and Human Services

Agree to on behalf of  
Yamhill Community Care Organization

  
 \_\_\_\_\_  
 Silas Halloran-Steiner  
 Director

  
 \_\_\_\_\_  
 Seamus J. McCarthy, PhD  
 CEO and President

Date: 5/14/18

Date: 5/18/18

**Terms of Agreement:**

1. **Compensation:** YCCO agrees to pay Agency the sum of \$20,000 upon completion of activities and receipt of reports and invoices. YCCO will submit payment to Agency within sixty (60) days of receiving an invoice from Agency, assuming all deliverables in the Description of Activities 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. **Term:** This Agreement shall be effective from execution to August 31st, 2018.
3. **Termination.** This Agreement may be terminated:
  - a. by written agreement of all Agencies, or
  - b. by either Agency with written notice to the other Agency no less than thirty (30) days in advance of termination if the deliverables listed in the Description of Activities are not met.
 Should this contract with YCCO terminate, this funding will cease immediately upon written notification of termination and Agency agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above. If Agency does not meet the deliverables or data submission listed

Accepted by Yamhill County  
 Board of Commissioners on  
5/31/18 by Board Order  
 # 18-170

in the above timeline, YCCO reserves the right to recoup any payments made.

**4. Alteration of plans:** The Agencies must agree in writing to any changes to this Agreement including, but not limited to, change to deliverables, budget, funding, or disbursement.

**5. Use of funds.** The Agencies agree 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 OARS 501(c)(3).

**6. Third Party Beneficiaries.** YCCO and Agency are the only parties entering into this agreement. If any other party is approved in writing from YCCO to receive funding through a 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.

**7. Dispute Resolution.** If any complaint or concern arises, Agency may contact the Yamhill CCO contact listed at the beginning of this contract.

**8. Data Sharing.** Agency agrees to share all data relevant to the project with YCCO through quarterly reports and as requested within thirty (30) days of written request. This includes clinical records, financial records related to this agreement, participant data, demographic data, documents, plans, expense reports, and employee payment.

**9. Intellectual Property.** All materials produced as a result of this Agreement are owned by the Agency.

**10. License for Use.** 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.

**11. 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.

**12. 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 understanding that they will promote acceptance, inclusion, and respect in their practices and in their community.

**13. Non-Discrimination.** In compliance with state and federal laws and regulations, the Agencies do 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.



Sustainable Relationships for  
Community Health (SRCH)

Learning Institute



## Yamhill CCO SRCH Team Engagement Charter

Exhibit "A"

# Engagement Charter

Maintaining healthy relationships is vital to a successful initiative. To ensure our success, this engagement charter will outline our commitments to the initiative and our relationships. Our organizations are committed to be active members of Sustainable Relationships for Community Health (SRCH) grant and technical assistance initiative. We are committed to the vision, goals, objectives and strategies that have been and/or will be decided by our team. We are committed to the planning and collaboration that our team will undertake and understand that it will take time. We acknowledge the contributions and expectations of each member of the team.

As general evidence of our commitment, we agree to do the following:

1. Appoint a representative(s) who is responsible for decision-making within your organization to attend Institutes
2. Authorize representative(s) to make decisions on behalf of each partnering organization, except for decisions regarding actions that fall outside of the scope of this program.
3. Authorize representative(s) from each partnering organization to attend all SRCH team meetings, be responsive to emails / phone calls, follow-thru on assignments and agreed due dates...and have an alternate as needed
4. Be prepared for active participation in meetings, e.g. read minutes, reports and other pertinent materials to keep abreast of team decisions/activities
5. Disseminate relevant information to organizational members or employees through listservs, websites, newsletters, etc.
6. Keep the team informed of our organization's related activities

Specifically, our organization will commit the following resources to the team:

- Access to our staff for team tasks
- In-kind contributions of staff time, material resources, meeting space, refreshments
- Incentive items: transportation vouchers, Safeway gift cards, portion containers, gift card incentives for screening
- Connections to other key organizations/individuals: CareOregon, Yamhill County Adult Behavioral Health clinic, connection to and referral for patients/clients at risk for diabetes or qualifying for CRC screening

This engagement charter shall be effective upon the signature of executive leaders from each partnering organization. The charter may be executed in counterparts, but shall be considered valid as one instrument.

Signatures

Yamhill Community Care Organization

Date

Seamus McCarthy, PhD

President/CEO



5/14/18

Yamhill County Health and Human Services - Public Health Division

Date

SILAS MALONAN - STEINER

JAS PRATTOR

Name

Title

Physicians' Medical Center

Date

Name

Title

Virginia Garcia Memorial Health Center

Date

Name

Title