



LETTER OF AGREEMENT
Yamhill Community Care
System of Care Award

This Letter of Agreement (“Agreement”) is made and entered by and between Yamhill County Care Organization Inc., an Oregon not for profit public benefit corporation, dba Yamhill Community Care (hereinafter “YCCO”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (hereinafter “Agency”). The effective date of this Agreement shall be 3/18/25 through 12/31/25.

Project: Yamhill Youth Advisory Council
Contact: Lindsey Manfrin
Email: manfrinl@YamhillCounty.gov

YCCO Contact: Amanda Ray
Email: funding@yamhillcco.org
Phone: (971) 387-0312

Project Description

Yamhill Youth Advisory Council:

Yamhill County Youth Advisory Council (YamYac) is a community group for system involved youth, whether past or present, ages 14-25. YamYac provides an opportunity for youth to bring forward barriers or complaints they have experienced in their respective services. Most importantly, YamYac provides a space where youth have the opportunity to connect with other peers and receive guidance from Peer Support Specialists. The objective is for youth to feel empowered to bring their voices forward and present their perspectives to the Yamhill County System of Care. With this funding, we would be able to greater educate youth on the different services that are available to them in Yamhill County. This will also give an increase of perspective and advocacy from youth all of the county by increasing our ability to reach further out more consistently.

In consideration of the System of Care (SOC) grant funding provided by the Oregon Health Authority and aligning with the SOC proposal submitted, Agency and its program agrees to provide associated project management and other activities in order to successfully meet the Outcome Measures, Deliverables, and Reporting Requirements outlined below.

Terms of Agreement

1. Upon receipt of this Agreement, return the following:
 - a. signed Agreement, b. current W9 for Agency, c. ACH form



2. Compensation: YCCO agrees to provide total funding in a single payment of \$8,000.00 to support this initiative. All deliverables described in Exhibit A, attached hereto and incorporated by reference, must be met by the Agency. If Agency fails to meet reporting deadlines, make reasonable progress toward stated outcomes, or any of the deliverables described in Exhibit A, YCCO may require that funding be returned.
3. Compliance: Agency assumes all tax and insurance liabilities associated with the compensation paid pursuant to this Agreement; and agrees that it and any agents shall comply with all applicable federal, state and local laws, regulations, and rules and, upon request, shall provide YCCO with documentation of such compliance.
4. Alteration of plans: Should any alterations to the project budget, timeline, reporting deadlines, or activities listed in Exhibit A become necessary, a written request for an extension and/or Agreement amendment must be submitted and approved by YCCO before proceeding. Alterations will not be effective until they have been approved and a new agreement is executed. Any requests for alterations should be submitted to the YCCO Contact Person listed on the first page of this Agreement.
5. Reporting: Agency will meet Oregon Health Authority (OHA)/YCCO reporting requirements as outlined below:
 - a. Agency shall prepare and electronically submit to YCCO, written reports no later than one (1) week following each quarter end. The reports submitted by Agency will be shared with System of Care committee members.
 - b. Reports must be prepared using forms and procedures approved by OHA. Reports, which shall be approved by OHA, shall include the following:
 - 1) Fund utilization, change requests, and full budget.
 - 2) Identify challenges and any plan changes to overcome said challenges.
 - 3) Summary of recommendations made to regional and statewide SOC governance bodies as a result of this grant funding. If no recommendations made, Agency may indicate "no recommendations made" in the report.
 - 4) Additional information such as successes, anecdotal stories, issues to bring to the attention of the System of Care Advisory Council or other system partners.
6. Technical Assistance: Intentionally omitted.



7. Term: Termination: This Agreement shall be effective from 3/18/25 - 12/31/25. This Agreement may be terminated and may result in re- payment/withdraw of funds:
 - a. By written agreement if the deliverables listed in Exhibit A are not met within the effective period of this agreement, or
 - b. By written agreement if the Agency does not fulfill the reporting requirements within thirty (30) days of the reporting deadlines listed in Section 5 of this Agreement, or
 - c. By written agreement if the Agency does not meet any of the other terms listed in this Agreement within the Term of this Agreement,
 - d. By either party with written notice to the other party at least thirty (30) days before termination.
8. Monitoring, Review & Audit: YCCO reserves the right to request records for the purpose of monitoring, reviewing and auditing the Agency's use of grant award funds at any time. Agency agrees to provide these records within thirty (30) days of request.
9. Recordkeeping: Agency agrees to make available upon request any relevant invoices, receipts, or other documentation relevant to the execution of the activities described in Exhibit A, for the purpose of monitoring and auditing the use of grant funds. Agency agrees to share all data relevant to the project with reporting due to YCCO upon request.
10. Duplication of Benefits: Funds cannot be used for billable Medicaid benefits. Agency agrees to work with YCCO to screen and process the activities and populations served for billable Medicaid services, in accordance with the Oregon Health Plan.
11. Use of Funds: All parties 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. Funds must be used specifically in accordance with the deliverables described in Exhibit A. No funds can be used for political purposes, lobbying, or for any non-charitable purposes within the meaning of Chapter 65 of Oregon Administrative Rules regarding 501(c)3 corporations. No funds can be used for billable Medicaid services, consistent with the Oregon Health Plan.
12. Third 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. Either party's agents, officers or employees shall not be construed to be employees of the other party. Agency may not use the funds disbursed through this Agreement to distribute funding to any third party.

13. 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

Any controversy or claim between or among the parties arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for an action for temporary, preliminary, or permanent injunctive relief, shall be settled exclusively by confidential, final and binding arbitration administered by the Arbitration Service of Portland ("ASP") and conducted by a sole arbitrator in accordance with the ASP's Commercial Arbitration Rules ("Rules"). The arbitrator shall have at least ten (10) years' experience in the legal aspects of government medical programs such as Medicare or Medicaid. The arbitration shall be conducted in Yamhill County, Oregon. Judgment on the award may be entered by any court having jurisdiction thereof. The parties agree that any arbitration or other proceeding relating to any dispute arising under this Agreement shall be conducted solely between the parties. Neither party to this Agreement shall request, nor consent to any request, that their dispute be joined or consolidated for any purposes, including without limitation any class action or similar procedural device, with any proceeding involving any third party.

14. Publication: YCCO reserves the right to publicize all information related to this grant award, excluding any confidential, private, or other information in violation of the laws listed in this Agreement. Publications may include, but are limited to written reports, press releases, research reports, informational pamphlets, social media posts, and any additional promotional materials. Agency agrees to identify YCCO using Yamhill Community Care, full organization's name in first reference, and YCCO, in second reference, as the granting agency in all publicity given to the project. Any mention of YCCO other than specified here must be approved by YCCO prior to publication by Agency.
15. 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, Agencies, 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 this Agreement, and/or possible legal action under applicable state and federal laws.

16. 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.
17. Non-Discrimination: In compliance with state and federal laws and regulations, Agency will not discriminate based on 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. As a recipient of Medicaid funds, Agency agrees to comply with Culturally and Linguistically Appropriate (CLAS) service standards, offering culturally and linguistically appropriate accommodations, services, and resources to clients engaged with grant-funding programs and activities.
18. 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.
19. Miscellaneous:
 - a) Agency will comply with HIPAA, HITECH, and other Applicable Laws regarding privacy and security of personally identifiable information, Electronic Health Records, and hard copies thereof. Agency agrees to share data securely with YCCO as appropriate within this project's scope.
 - b) Agency and Yamhill CCO each agree to defend, indemnify and hold harmless the other, including the other's officers, directors, employees, agencies, subagencies, 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



Yamhill CCO 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 Yamhill CCO, 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 Yamhill CCO, Yamhill CCO members, or health care Agencies.

- c) 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. No modification of this Agreement, including the attached Exhibit, shall be valid unless in writing and signed by all of the parties. S between the parties, no terms and conditions contained in an electronic notification shall be of any force and effect.
- d) 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 Agreement to either party.
- e) 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.
- f) 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.
- g) During the entire Term of this Agreement, each party shall remain in compliance with all applicable laws, ordinances and regulations.
- h) No assignment or subcontract of this Agreement by either party shall be valid without the prior written consent of the other party



Signatures

Agree to on behalf of Agency:

Agree to on behalf of Yamhill Community Care:

Signature: Signed by:
Lindsey Manfrin
FEB18FF1C3564C2... _____

Signature: Seamus McCarthy _____

Name: Lindsey Manfrin _____

Name: Seamus McCarthy

Title: HHS Director _____

Title: President/CEO _____

Date: 5/5/2025 _____

Date: 5/27/2025 _____

Approved by the Yamhill County Board of
Commissioners on 05/15/2025
via Board Order 25-136



Exhibit A

Yamhill County Family & Youth Yamhill Youth Advisory Council

Project Description:

Yamhill Youth Advisory Council:

Yamhill County Youth Advisory Council (YamYac) is a community group for system involved youth, whether past or present, ages 14-25. YamYac provides an opportunity for youth to bring forward barriers or complaints they have experienced in their respective services. Most importantly, YamYac provides a space where youth have the opportunity to connect with other peers and receive guidance from Peer Support Specialists. The objective is for youth to feel empowered to bring their voices forward and present their perspectives to the Yamhill County System of Care. With this funding, we would be able to greater educate youth on the different services that are available to them in Yamhill County. This will also give an increase of perspective and advocacy from youth all of the county by increasing our ability to reach further out more consistently.

Outcome Measures:

1. Compose and print youth friendly material to explain YamYac and SOC.
2. Identify a way to support youth to attend SOC.

Deliverables:

1. Number of gatherings or other activities hosted for youth as a result of this grant funding.
2. Number of youth reached as a result of this grant funding.

Reporting Requirements:

1. Agency will meet Oregon Health Authority (OHA)/YCCO reporting requirements as outlined below:
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3. Summary of recommendations made to regional and statewide SOC governance bodies as a result of this grant funding. If no recommendations made, Agency may indicate "no recommendations made" in the report.
4. Additional information such as successes, anecdotal stories, issues to bring to the attention of the System of Care Advisory Council or other system partners.

Reporting Due Dates:

1. 4/15/2025 (If ready)
2. 6/15/2025
3. 1/15/2026 (just to wrap up remaining activities between last SOCAC grant report and the end of the year)