

**AGREEMENT FOR Physical Activity/Nutrition (PAN) Collaborative  
Oregon State University Extension – Yamhill County**

THIS AGREEMENT (“Agreement”) is made by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs (“County”) and Oregon State University for its Oregon State University Extension – Yamhill County (“Contractor”), 2050 NE Lafayette Avenue, McMinnville, OR 97128.

**RECITALS:**

1. County through its Health and Human Services Department, Public Health Division conducts community health promotion and focuses on creating the conditions in which people can be healthy. The Yamhill County Community Health Improvement Plan prioritized reducing obesity as one of its goals. Setting community standards and life-long personal habits around physical activity and nutrition is a key component in achieving that goal.
2. Pursuant to OSU Standards 580-040-0010, Oregon State University may engage in the sale of goods and services to non-OSU entities for fees when such services or goods are directly and substantially related to the mission of OSU, which includes teaching, research, and public service. Under this rule, Contractor delivers nutrition education in selected Yamhill County schools and the curriculum includes an exercise/physical activity component.
3. County and Contractor submitted an application for Community Benefit Funding from Providence Health and Services Newberg Medical Center to fund the Physical Activity/Nutrition (PAN) Collaborative project.
4. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under Oregon Revised Statutes (ORS) 203.010 (3). NOW THEREFORE

**AGREEMENT**

In exchange for the promises and other consideration as set forth below, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

**Section 1. Term.** This agreement will be in effect from the date of last signature through November 30, 2017, unless terminated in accordance with Section 7 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. Contractor’s Services.** Contractor agrees to perform the services (the “Services”) included in the “Physical Activity/Nutrition (PAN) Collaborative project application” which is attached hereto as Exhibit A and which is incorporated herein by this reference, during the term of this agreement. Contractor must hold all licenses, certificates, authorizations and other approvals as required by applicable law to deliver the Services under this Agreement.

**Section 3. Regulations and Duties; Compliance by Law.** County and Contractor agree to comply with the rules and regulations of County, applicable state and federal regulations,

executive orders and ordinances and all provisions of federal and state law relating to Contractor's performance of Services under this Agreement as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) ORS 279B.200 through 279B.270; (iii) Article XI, Section 10, of the Oregon Constitution; and (iv) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. In addition, Provider agrees that Provider has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

**Section 4. Reporting.** Contractor agrees to prepare and furnish reports and data required by County and Providence Newberg Medical Center Community Benefit at a minimum quarterly. Contractor agrees to and does hereby grant County the rights to reproduce, use and disclose for County purposes, all or any part of the reports, data, and technical information furnished to County under the Agreement.

**Section 5. Records; County Monitoring.**

A. Contractor shall maintain all financial records related to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement, collectively referred to as "Records" in such a manner to clearly document Contractor's performance.

B. Contractor agrees that the following shall be open for inspection by County, or its agents, at any reasonable time during business hours: a) Services provided under this Agreement by Contractor; b) facilities used in conjunction with such Services; c) client records; d) Contractor's policies, procedures and performance data; e) information privacy and security records; f) financial records and other similar documents and records of Contractor that pertain, or may pertain, to Services under this Agreement. Contractor agrees to retain such records and documents for a period of seven years, or such longer period as may be prescribed for records and documents by the state archivist.

**Section 6. Payment.**

A. **Compensation for Services.** As compensation for performing the Services as required by Exhibit A, Contractor shall receive a lump sum payment of \$36,694. In the event that Contractor is unable to perform certain of the services as outlined in Exhibit A, Contractor will be required to pay back any unused funds to County within 30 days of Agreement termination.

**Section 7. 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; if Contractor engages in any act that would subject either County or Contractor to criminal liability; upon dissolution of County or Contractor; or upon or following: (i) the insolvency of the Contractor, (ii) the filing of a voluntary or involuntary petition by or on behalf of Contractor under federal bankruptcy law, (iii) upon a party entering into an agreement with creditors for the liquidation of its assets, or (iv) upon the appointment of a receiver or trustee to take charge of all the assets of Contractor, County will provide written notice of termination of this Agreement to 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.

D. Contractor may terminate this Agreement, immediately upon notice to County if federal or state laws, regulations, or guidelines are modified or interpreted in a way that the Services provided by OSU under this Agreement are no longer allowable.

**Section 8. Independent Contractor.** The relationship of County and Contractor under this Agreement shall be that of independent contractors and neither party shall be deemed, nor hold itself out as being, a partner, joint venture, or principal and agent of the other. Neither party shall have the authority to take any actions, or make any statements, representations or commitments that are binding on the other party, except as explicitly provided for herein or otherwise authorized in writing by the other party.

**Section 9. Delegation and Reports.** No party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the non-transferring party. The non-transferring party shall not unreasonably withhold its consent. Contractor shall provide County with periodic reports at the frequency and with the information prescribed to be reported by County.

**Section 10. Contribution.**

A. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

B. With respect to a Third Party Claim for which the parties are jointly liable, each party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the party in such proportion as is appropriate to reflect the parties' relative fault. The parties' relative fault shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.

**Section 11. Insurance.** The University is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the Oregon Tort Claims Act (ORS 30.260 – 30.300). A certificate of insurance will be provided upon request. Oregon State University does not waive the right to subrogation.

**Section 12. Settlement of Disputes.** Differences between Contractor and County will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.

**Section 13. Financial Audit.** If a financial audit of Contractor concerning this Agreement is conducted by a certified public accountant, Contractor shall furnish County a copy of the audit within ninety (90) days following the termination of the Agreement.

**Section 14. 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. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County in addition to those set forth in this Agreement. Consent to subcontract shall not relieve obligations/duties under this Agreement.

**Section 15. Non-discrimination.** Contractor, in compliance with state and federal laws and regulations, does 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 its policies, procedures, or practices..

**Section 16. 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 17. 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 Courts of the State of Oregon.

**Section 18. 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 19. Counterparts.** This Agreement may be executed by facsimile or email and in counterparts, which taken together shall form one legal instrument.

**Section 20. 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.

Oregon State University

By: Mike Krutz 2/21/17  
Name: **Mike Krutz, County Leader** Date  
Title: **OSU Extension Service, Yamhill County**

Yamhill County, Oregon

By: Stan Primovich 2-23-17  
Name: Stan Primovich Date  
Title: Chair  
Board of Commissioners

By: Joseph O. Elwood 2/13/17  
Name: Joseph O. Elwood Date  
Title: Contracts Officer  
Contract Services | PCMM

By: Silas Halloran-Steiner 2/24/17  
Name: Silas Halloran-Steiner Date  
Title: Director  
Department of Health & Human Services

Form Approved By:

Christian Boenisch 2/27/17  
Name: Christian Boenisch Date  
Title: County Counsel

Accepted by Yamhill County  
Board of Commissioners on

2-23-17 by Board Order  
# 17-55

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

**Oregon State University**

**Yamhill County, Oregon**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Stan Primovich \_\_\_\_\_ Date \_\_\_\_\_  
Chair  
Board of Commissioners

By:  \_\_\_\_\_  
Joseph O. Elwood \_\_\_\_\_ Date 2/13/17  
Contracts Officer  
Contract Services | PCMM

By: \_\_\_\_\_  
Silas Halloran-Steiner \_\_\_\_\_ Date \_\_\_\_\_  
Director  
Department of Health & Human Services

Form Approved By:

\_\_\_\_\_  
Christian Boenisch \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel

Exhibit A  
Physical Activity/Nutrition (PAN) Collaborative project application

Application Form

*Providence Newberg Medical Center*

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**Providence Community Benefit**

Providence Health & Services serves more than one million people throughout Oregon and Southwest Washington. We have a responsibility to care for people who come to us for services and also to seek out the unmet needs of people who lack basic essentials every day.

As a not-for-profit health care system, Providence reinvests directly into the communities we serve. We partner with local organizations to help improve health and quality of life for the poor and vulnerable.

**Providence's Yamhill Service Area Advisory Council** is seeking community partners that can improve the health of the community in the areas identified in our Community Health Needs Assessment (CHNA). Most requests reviewed will be for funding amounts between \$10,000 and \$50,000, with some exceptions.

Should you wish to apply for funding greater than \$50,000, please contact Megan McAninch-Jones prior to application submission at 503-893-6710 or via email at [megan.mcaninchjones@providence.org](mailto:megan.mcaninchjones@providence.org).

**CHNA Focus Areas**

1. Primary Care Access: Community members who face barriers to health insurance coverage will have access to a network for free or low-cost services.
2. Mental Health and Substance Abuse prevention and treatment: Community members will have improved mental health and decreased rates of substance abuse; Community members will experience improved patient-centered communication, continuity of care and collaboration.
3. Managing Chronic Conditions: Spanish-speakers will have access to culturally competent prevention and management programs; Food-insecure community members, particularly children, will have access to a network of support services.
4. Oral Health: Community members will have improved access to affordable preventive, primary, and emergency dental care services; Provide community-based outreach and oral health education for the targeted populations.

**2016 Priority Funding Area: Childhood and Adolescent Obesity**

While partners may submit proposals for programs in any of the above areas, special preference will be given to programs addressing and preventing Childhood and Adolescent Obesity.

**Organization Name**

Please provide the name of the organization requesting funding.

Yamhill County Health and Human Services in collaboration with Oregon State University (OSU) Extension Service of Yamhill County.

**Project Name\***

Name of Project.

Physical Activity/Nutrition (PAN) Collaborative

**Background\***

Please provide a brief description of the applicant organization and its role in the community.

OSU Extension implements nutrition education in a few McMinnville schools. It has lacked capacity to conduct its evidence-based Balanced Energy Physical Activity (BEPA) Toolkit as the essential complement to that intervention. See <http://extension.oregonstate.edu/growthkc/tools/bepa>

The Yamhill County Public Health (YCPH) Division conducts community health promotion and focuses on creating the conditions in which people can be healthy. The YCPH Community Health Improvement Plan prioritized reducing obesity as its #1 goal. Setting community standards and life-long personal habits around Physical Activity and Nutrition (PAN) is a key component in achieving that goal. See <http://hhs.co.yamhill.or.us/hhs-ph/accreditation-and-assessments>

Working with OSU College of Public Health and Human Sciences, the proposed PAN intervention will provide and supervise masters-level public health interns to deliver the BEPA intervention to enhance/complete the established Extension programs.

The BEPA Toolkit integrates physical activity and nutrition concepts through education and activity. BEPA represents an evidence-based, behaviorally focused program that seamlessly integrates the components of energy balance: healthful eating and physical activity using age-appropriate games and varied physical activity.

**Geographic Area\***

Please confirm the geographic area to be served. You may select all counties that apply.

Yamhill Service Area (Yamhill County)

**Needs to be addressed\***

Please select which Community Health Need your proposal will address. You may select all that apply.

Childhood and Adolescent Obesity

**Funding amount requested\***

\$50,000.00

**Presentation Date\***

Providence's Yamhill Service Area Advisory Council may invite you to present your proposal in person. Please confirm that you or a representative would be willing to do so.

Our organization will be able to present

**Narrative\***

How will your funding request impact one or more of the priority areas?

Jennifer Bunn teaches nutrition education for the SNAP-Ed program at OSU Extension in Yamhill County. She has delivered nutrition education in selected McMinnville elementary schools for three years. The school district has dedicated a program coordinator to assist Jennifer in replicating/expanding the program districtwide. Students and their families learn the importance of healthy foods and how to prepare them. Ms. Bunn has an agreement from McMinnville schools to add physical activity to her nutrition education offerings more broadly and consistently. The project will evaluate the intervention for implementation in Newberg and other Yamhill County schools.

The complete OSU Extension curriculum includes an exercise/ physical activity component using the BEPA Tool kit, an evidence-based curriculum created by Kathy Gunter, PhD of the OSU College of Public Health. The BEPA Toolkit provides educators with materials and activity ideas that can be used in and outside of the classroom and before, during, or after school to increase children's physical activity time at school. As a part-time employee, Ms. Bunn cannot deliver both nutrition and BEPA curricula consistently or broadly. Award funds will be used to increase OSU Extension Service in Yamhill County's FTE for nutrition education from 0.6 to 1.0 in order to develop the enhanced program, expand the number of classes taught, supervise interns, and conduct program evaluation. Ultimately, the program will feature a component for parents to help sustain/reinforce student growth in nutrition and exercise.

OSU Extension employs faculty of the OSU College of Public Health and Human Sciences who can serve as preceptor for masters-level interns from the College in fields including Health Promotion/Behavior and Exercise/Sports Science. The proposed project will provide internship placements for OSU graduate students throughout the academic year. Interns will deliver the Balanced Energy-Physical Activity (BEPA) Toolkit component of the intervention. Ms. Bunn will expand the number of classes receiving the combined intervention. The nutrition component of the intervention will expand to include a component for parents meant to help sustain healthy behaviors students have learned, including cooking classes. The PAN project will provide much-needed educational programming (including lesson plans and teachers) in health and physical education for local schools.

Haleigh Leslie, MPH leads the YCPH Quality Assurance Committee and will assist Ms. Bunn in consultation with Kathy Gunter, PhD who developed BEPAT, to conduct a comprehensive program evaluation. Data will be used for program design and improvement and to formulate recommendations for expanding and sustaining the program district wide.

**Project Timeline\***

Please note any relevant target dates for this project.

By 90- days post-award:

- Develop agreements / intergovernmental agreements among, OSU CPHHS, OSU Extension, McMinnville
- ESD and Yamhill County
- Develop program overview, informational materials for parents and operational plan
- Design Program Evaluation Component
- Recruit interns for Winter, Spring and Summer quarters

90 – 270 days post-award

- Deliver evidence-based curricula to an additional 12-15 classes
- Collaborate with school partners to develop options for inclusion in summer programs
- Implement data collection and evaluation
- Produce quarterly reports

270 – 365 days post award

- Develop Final Report with recommendations for partners
- Engage funders and partners for sustainable revenue and model replication

365 days post-award: project complete

### **Sustainability\***

Describe how this funding will enhance program sustainability.

The purpose of this project is to create the capacity to deliver and sustain evidence-based interventions to elementary school students and their families that will combat childhood obesity and life-long poor health. Through adequate staffing, the project will demonstrate and evaluate the PAN health education model, which then could be replicated in the curriculum district wide. With adequate evidence (data) the model could become part of a public education curriculum and publicly funded.

If successful, the intervention could be of interest for funding by USDA (Extension), CDC (Public Health), Oregon and US Departments of Education. It could be a prime recipient of Oregon Lottery funds. In the interim, foundation grants, CCO Prevention funds and/or hospital community benefit funds could be an appropriate investment in educational activities like this designed to improve health outcomes and reduce healthcare costs.

As the state's only land-grant university, Oregon State University is charged with bringing academic resources to communities like Yamhill County. See <http://health.oregonstate.edu/>

As a Carnegie Engaged university, OSU is compelled to undertake "engaged scholarship"- meaning science must be applied locally for the advancement both of community residents and students. The mission of OSU's College of Public Health and Human Sciences (CPHHS) is to create lifelong health for all. From the CPHHS website: "To us, health means nutritious meals for our schoolchildren, and preventing chronic and debilitating disease. It means knowing our drinking water is safe, and addressing critical issues like obesity and diabetes. Our work helps advance the policies, knowledge and practices vital to creating health and wellbeing for individuals, families and communities in Oregon – and beyond. And our students and graduates are the next generation of globally minded public health and human sciences professionals." Renewed accreditation of the CPHHS requires sustainable graduate internships.

The proposed project convenes the shared interests of Oregon State University, the CPHHS, the OSU Extension Service, Yamhill County Public Health, and McMinnville schools. Sustaining this intervention helps achieve the missions of all partners. A well-documented pilot intervention could receive support for further development from state and federal sponsors including: US Department of Agriculture, US Department of Education, the Center for Disease Control (CDC), the Health Resources Services Administration (HRSA) as well as foundations, including the Robert Wood Johnson Foundation (RWJF). A successful program aligns well with ongoing funding as a hospital community benefit and/or CCO investment in population health promotion.

Project staff will convene meetings of partners to explore and pursue sustained funding and expansion.

### Evaluation Plan\*

What data do you or will you collect that will measure the impact of this program?

Evaluation systems for both evidence based practices (SNAP-Ed nutrition classes and the BEPAT) already exist. This project will evaluate the efficacy of a combined intervention in consultation with the OSU faculty member who designed and tested the BPAT. CPHHS interns in Public Health, Nutrition and Exercise Sciences programs are required to be competent in evaluation. They will participate in program evaluation as part of their engaged scholarship practicum experience.

YCPH staff, Haleigh Leslie, MPH and OSU Extension staff, Jennifer Bunn, BS will collaborate both on supervision of interns and on program evaluation. Evaluation will be conducted in close coordination with Kathy Gunter, PhD, Extension Faculty in the College of Public Health and Human Sciences at Oregon State University. See <http://health.oregonstate.edu/people/gunter-kathy>

Internship requirements are clearly outlined along with evaluation protocols for the experience. Project staff will work with Andrew Chuinard, MPH, coordinator of the OSU CPHHS internship program to secure and evaluate masters-level public health interns, who will deliver the curriculum and participate in evaluation. See <http://health.oregonstate.edu/people/andy-chuinard>

Actual components and scope of the project evaluation will be determined by Leslie, Bunn and Gunter. Probable data elements to be collected and assessed address: program delivery as well as student nutrition, physical activity and attitudes about them. Depending on the scope of the project, parental input into the evaluation could be included as well. Project staff will produce quarterly and end-of-project progress reports.