



Public Health
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North Central Public Health District
"Caring For Our Communities"

North Central Public Health District Board of Health Meeting

March 8, 2016
3:00 PM
Meeting Room @
NCPHD

AGENDA -

1. **Minutes**
 - a. Approve from February 9, 2016 meeting.
 - b. Set Next Meeting Date (April 12, 2016)
2. **Additions to the Agenda**
3. **Public Comment**
4. **Unfinished Business**
 - a. Update on Sugar Sweetened Beverage Reduction Program – Presentation by Kelsey Fried
 - b. CGCCO – One Time Funding (\$90,000)
 - c. Accreditation Update
 - d. Draft budget calendar & budget committee members
5. **New Business**
 - a. CIS Risk Management Plan
 - b. Executive Committee Proposal – Commissioner Smith
 - c. Review of A/P checks issued (February 2016)
 - d. Policies & Procedures
 - i. VISA Credit Card Policy
 - ii. Travel Policy
 - e. Contracts
 - i. OHSU PSC-2016-0858
 - ii. 1004396 Wasco Cacoon – Amendment 1
 - f. Director's Report

Note: This agenda is subject to last minute changes.

Meetings are ADA accessible. If special accommodations are needed please contact NCPHD in advance at (541) 506-2626. TDD 1-800-735-2900. NCPHD does not discriminate against individuals with disabilities.

If necessary, an Executive Session may be held in accordance with: ORS 192.660 (2) (d) Labor Negotiations; ORS 192.660 (2) (h) Legal Rights; ORS 192.660 (2) (e) Property; ORS 192.660 (2) (i) Personnel



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The Dalles, OR 97058-2676
541-506-2600
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**North Central Public Health District
Board of Health
Meeting Minutes
February 9, 2016 (3:00pm)**

In Attendance: Commissioner Mike Smith – Sherman County; Roger Whitley – Sherman County; Linda Thompson – Sherman County; Judge Steve Shaffer – Gilliam County; Michael Takagi – Gilliam County; Commissioner Scott Hege – Wasco County; and Fred Schubert – Wasco County.

Staff Present: Teri Thalhofer, RN BSN – Director NCPHD; Kathi Hall – Finance Manager NCPHD; Dr. Mimi McDonell – Health Officer

Guests Present: Coco Yackley – Columbia Gorge CCO ; Molly Rogers – Wasco County representative to the Columbia Gorge CCO

Minutes taken by Gloria Perry

Meeting called to order on February 9, 2016 at 3:02pm by Commissioner Mike Smith.

SUMMARY OF ACTIONS TAKEN

Motion by Fred Schubert, second by Commissioner Hege, to approve the minutes from the 1/12/16 board of health meeting as corrected.

Vote: 7-0
Yes: Commissioner Mike Smith, Roger Whitley, Linda Thompson, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege, and Fred Schubert.
No: 0
Abstain:
Motion carried.

Motion by Roger Whitley second by Michael Takagi, to approve the A/P Checks Issued in January 2016 report as presented.

Vote: 7-0
Yes: Commissioner Mike Smith, Roger Whitley, Linda Thompson, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege, and Fred Schubert.
No: 0
Abstain:
Motion carried.

Motion by Judge Steve Shaffer second by Fred Schubert, to approve Return-to-Work Policy as corrected.

Vote: 7-0
Yes: Commissioner Mike Smith, Roger Whitley, Linda Thompson, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege, and Fred Schubert.
No: 0
Abstain:
Motion carried.

WELCOME & INTRODUCTIONS

1. MINUTES

a. Approval of past meeting minutes

- Minutes were approved with the following correction:
 - ✓ Section i. > Directors Report > OR Reproductive Health Program: Instead of saying “in calendar year NCPHD averted 173 unintended pregnancies” it was suggested that this sentence be re-worded to say: “Based on the statistical data available, NCPHD averted 173 unintended pregnancies.”

b. Set next meeting date

- The next regular meeting was scheduled for Tuesday, March 8, 2016 at 3:00 PM. Meeting location will be at the North Central Public District office located at 419 E. 7th Street, The Dalles, OR.

2. ADDITIONS TO THE AGENDA

- a. Columbia Gorge Health Council Funding (under New Business)
- b. Budget Committee & Budget Process (under New Business)

3. PUBLIC COMMENT

- a. None

4. UNFINISHED BUSINESS

a. Updates from Wasco County – Wasco County Project Plan

- Commissioner Hege had no updates to provide.
- Board member Linda Thompson asked Commissioner Hege if he could clarify the meanings of his statements that were in The Dalles Chronicle on Jan 26th regarding budget cuts, etc. Commissioner Hege responded that he would be happy to meet with Linda at another time to discuss this with her.
- Teri asked the board for direction regarding whether or not the quarterly report requested by Wasco County needs to be continued. After discussion, Commissioner Hege said he would ask his commission but felt the quarterly report did not need to continue to be provided to Wasco County.

b. Current Status of Services

- We continue to operate at two half days a week of walk-in service.
- Clinic is operating at 2 days a week for appointments.
- Update on open positions:
 - ✓ Clinical Program Supervisor:
 - Has been filled by Shellie Campbell who was our Tobacco Prevention & Education Program Coordinator.
 - ✓ Tobacco Prevention & Education Program Coordinator
 - First round of interviews completed. Second round of interviews scheduled for this Thursday. We expect to make an offer of employment by Friday.
 - ✓ Nurse Practitioner
 - This position is shared with Hood River County Health Department.
 - Because we had so few nurses apply for this position, we had a discussion with HR County about opening this position to a NP (Nurse Practitioner) or a PA (Physician’s Assistant).

- Dr. McDonell was willing to supervisor a PA here and initially, the Health Officer in Hood River was also willing to provide that over-site in Hood River.
- After the position was opened we only had one applicant who had no work experience.
- On further evaluation, Hood River decided to go out on their own to see if they could find someone who was willing to work 2-days a week because they didn't feel like they had the ability to train and supervise a brand new PA.
- Dr. McDonell has offered to fill that clinician role in The Dalles. There are funds within the budget for her to step into that role. Dr. McDonell will continue as our Health Office and Medical Examiner for Wasco & Sherman Counties as well.
- This will provide significantly more access and we plan to advertise that this access is available.

5. NEW BUSINESS

a. Playspent.org

- This is an interactive online game that Teri asked the board to participate in. It's designed to help people understand the challenges and trade-offs faced by low-income people with insecure employment.

b. Columbia Gorge Health Council Funding

- Coco Yackley and Molly Rogers representing the Columbia Gorge CCO discussed with the board the one-time \$90,000 payment that the CCO is paying to NCPHD.
- This payment is not to supplement county dollars or supplement other funding streams to the health department but to support the important role of health departments in safety-net services such as immunizations, support for pregnant and parenting families, family planning, and treatment and prevention of contagious illnesses.
- The CCO is leaving it up to the health district on how best to spend these funds, however the CCO would encourage a focus around things that have to do with where the quality incentive measures are. It was also mentioned these funds ultimately came from Medicaid, so as practical and possible these funds should be directed toward Medicaid residents in Wasco County.
- An MOU will be going out soon and a check will be issued once that has been fully executed.
- A report will be due to the CCO in January 2017 regarding how the money was used and what we achieved with it and this is the outcome.
- After discussion, the board asked Teri and leadership team to develop and implement a plan. Once a plan has been developed, Teri will email that plan out to the board of health as an FYI.

c. Budget Committee & Budget Process

- Currently Teri and Kathi are meeting with managers and staff regarding their respective budget(s).
- Teri and Kathi will work on creating a proposed budget to take to the NCPHD budget committee.
- Next step in the budget process is identifying budget committee members.
 - ✓ Each county appoints one public member who is not currently serving on the board to serve along with one other county court member to be on the budget committee.
 - ✓ Commissioner Smith asked Gloria Perry to contact each county's court administrator to check with the public members to ensure they are still available to serve. Since Linda Thompson is now a board member she is not eligible to participate as a public member on the budget committee.
 - ✓ Public members are:
 - Angie Wilson – Wasco County (3-year term)
 - Leah Watkins – Gilliam County (1-year term)
 - Vacancy – Sherman County (needs to be a 2-year term)
 - ✓ Budget Process:
 - A discussion was held regarding the budget process for entities that each of the counties jointly participate in with a focus on Wasco County's budget committee process and there not being an explanation of the dollar amount in the Wasco county budget for NCPHD.
 - Judge Shaffer recommended that Wasco County's budget team should come to NCPHD's budget committee meeting and is part of that budget discussion. He does not feel that NCPHD should have to come to Wasco County's budget committee meetings

and “sell” their proposed budget. He continued saying that perhaps it is Wasco County’s budget officer that comes to these meetings.

➤ Commissioner Hege said he would pass along this request and he will work to make sure there is better communication during the budget process.

- Budget challenges:
 - ✓ Staff has not had a COLA in two years and the last increase was 1.5%.
 - ✓ Difficulty recruiting nurses. In comparing school nurses between NCPHD and MCMC, the top of NCPHD wage scale is 35% below the bottom of MCMC’s school nursing wage.
- d. Review of A/P checks issued (January 2016)
 - Report reviewed and approved as presented.
- e. Policy & Procedures:
 - Return-to-Work Policy
 - ✓ This policy provides clarity of the responsibilities an employee and employer has if an on-the-job injury occurs.
 - ✓ Correction made on page 2 under Employee Responsibilities > Worker able to return to work > 2nd bullet. Sentence should read: The worker cannot return to work without a release from the attending physician.
 - ✓ Motion made to approve Return to Work Policy with correction noted.
- f. Contracts Reviewed:
 - Teri reviewed the following contracts with the board:
 - ✓ OHA 148025-2
 - ✓ OCDC 02-031-4
 - ✓ United Healthcare
- g. Director’s Report
 - Teri reviewed her director’s report.

Meeting adjourned at 4:37pm

Commissioner Michael Smith, Chair

Date

{Copy of 1/12/2016 board of health meeting minutes, Pacific Source Press Release, A/P Checks Issued – Jan 2016 Report, Return-to-Work Policy, OHA 148025-2 Agreement, OCDC 02-031-4 Agreement, United Healthcare Agreement, Directors Report attached and made part of this record.}



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Proposal for One-Time CGCCO Funding

In anticipation of receiving an MOU from CGCC for a one-time payment of \$90,000, NCPHD’s leadership team has outlined below their proposal in how to utilize these funds. These funds are to be utilized within 12-months; therefore the proposed positions would be considered a 1-year temporary position.

- 1.0 FTE Health Educator (a new NCPHD position to support communicable disease activities led by the 0.6 FTE CD RN). This position would also support obesity reduction activities to increase physical activity.
 - A current RN with CD back-up responsibilities would move to staffing the clinic and this would facilitate walk-in services during all hours open to the public, while continuing to support CD work and maintaining coordination of the reproductive health program.
 - COST: \$62,973
- 0.6 FTE Administrative staff (Office Specialist II) to support the increased volume of clients and associated work for full-time clinic staffing.
 - COST: \$21,552
- \$15/day funding for professional staff to rotate CD call to provide for additional surge capacity to respond to a communicable disease emergency.
 - COST: \$5,475

CCO Quality Incentive Metrics Affected:

- Effective contraceptive use among women at risk of unintended pregnancy (ages 15-50). Measure description: Percentage of adult women (ages 15-50) with evidence of one of the most effective or moderately effective contraceptive methods during the measurement year: IUD, implant, contraception injection, contraceptive pills, sterilizations, patch, ring, or diaphragm. Purpose: Almost 50 percent of pregnancies in Oregon are unintended. Among women with an unintended pregnancy, 43 percent reported using contraception, but they were using it incorrectly or inconsistently.
- Childhood immunization status Measure description: Percentage of children who received recommended vaccines (services 4:3:1:3:3:1:4) before their second birthday. Purpose: Vaccines are one of the safest, easiest and most effective ways to protect

children from potentially serious disease. Vaccines are also cost-effective tools which help to prevent the spread of serious diseases which can sometimes lead to widespread public health threats.

- Chlamydia screening Measure description: Percentage of sexually active women (ages 16-24) who had a test for Chlamydia infection. Purpose: Chlamydia is the one of the most common reportable illness in Oregon. Since there are usually no symptoms, routine screening is important to find the disease early so that it can be treated and cured with antibiotics. If Chlamydia is not found and treated early, it can lead to pelvic inflammatory disease, which can cause infertility.
- Immunization for adolescents Measure description: Percentage of adolescents who received recommended vaccines (Meningococcal and Tdap/TD) before their 13th birthday. Purpose: Like young children, adolescents also benefit from immunizations. Vaccines are a safe, easy and cost-effective way to prevent serious disease. Vaccines are also cost-effective tools that help prevent the spread of serious and sometimes fatal diseases.

Other Metrics Supported by NCPHD:

- Developmental screening in the first 36 months of life Measure description: Percentage of children who were screened for risks of developmental, behavioral and social delays using standardized screening tools in the 12 months preceding their first, second or third birthday. Purpose: Early childhood screening helps find delays in development as early as possible, which leads to better health outcomes and reduced costs. Early developmental screening provides an opportunity to refer children to the appropriate specialty care before problems worsen. Often, developmental delays are not found until kindergarten or later – well beyond the time when treatments are most helpful.
- Measure description: Percentage of eligible providers within a CCO's network and service area who qualified for a "meaningful use" incentive payment during the measurement year through the Medicaid, Medicare, or Medicare Advantage HER Incentive Programs. Purpose: Electronic health records have the potential to improve coordination of care, increase patient safety, reduce medical error, and contain health care costs by reducing costly, duplicative tests. Physicians who use electronic health records use information available to make the most appropriate clinical decisions.
- Well-child visits in the first 15 months of life Measure description: Percentage of children who had six visits with their health care provider prior to reaching 15 months of age. Purpose: Regular well-child visits are one of the best ways to detect physical, developmental, behavioral and emotional problems in infants. They are also an opportunity for providers to offer guidance and counseling to parents.
- Medical assistance with smoking and tobacco use cessation.
- Obesity prevalence.
- Tobacco use prevalence.

DRAFT BUDGET CALENDAR FOR 2016/2017 BUDGET

1. Budget meetings with program managers – **02/16 – 3/3**
2. First draft of budget will be put together between **3/8 - 3/10** by Kathi.
3. Budget Team (Teri & Kathi) will meet as needed to balance budget.
4. Complete second draft done **3/15 - 3/17**
5. Send draft budget request amounts to Counties – **3/17**
6. 1st notice of Budget Committee Meeting to paper by (Mon.) for publication (Thurs.)
(17 days prior to budget committee meeting)
7. 2nd notice of Budget Committee Meeting to paper by (Mon.) for publication (Thurs.)
(10 days prior to budget committee meeting)
8. Complete final Proposed Budget Document (week prior to Budget Distribution)
9. Compile Budget Document for distribution (week prior to Budget Distribution)
10. Budget Document to be distributed to Budget Committee (2 weeks prior to Budget Committee Session)
11. Budget Committee Session (**need date**)
 - Receive Budget Message
 - Review Proposed Budget
 - Approve Budget
12. Legal Notice of Budget Hearing to paper by **3/23** for publication **3/26**.
(18 days prior to Budget Hearing)
13. Hold Budget Hearing (Governing Body) and Adopt Budget at **June 14** board meeting.



Risk Management Plan

Fiscal Year: 2015-2016

Entity Name: North Central Public Health District
Mailing Address: 419 E 7th St
Physical Address: 419 E 7th St
City / State / Zip: The Dalles, OR 97058
Phone: 541-506-2600
Fax: 541-506-2601
Website: <http://www.wshd.org/>
Employee Count: 30

Developed: 3/4/2016
Modified: 3/4/2016
Next Review:

Risk Management Consultant:
 John Zakariassen

Risk Management Coordinator(s):

Policy Information			
Line of Coverage	Premium	Agency	Agent
Property/Liability Coverage			
Auto Liability	\$3,393.58	Courtney Insurance Agency, Inc.	Mike Courtney
Auto Physical Damage	\$1,274.14	Courtney Insurance Agency, Inc.	Mike Courtney
General Liability	\$9,045.27	Courtney Insurance Agency, Inc.	Mike Courtney
Property	\$242.50	Courtney Insurance Agency, Inc.	Mike Courtney
Workers' Compensation	<i>Not Purchased</i>		
Excess Crime	<i>Not Purchased</i>		
Excess Earthquake	<i>Not Purchased</i>		
Excess Flood	<i>Not Purchased</i>		
Excess Cyber Liability	<i>Not Purchased</i>		
Benefits Coverage			
Medical	Yes		
Dental	Yes		
Life	Yes		

Note: Premium totals reflect applicable credit(s).

Claims Information

The following table contains 5 years of claims history and Loss Ratios by line of coverage from 2013-2014 through 2014-2015. The overall loss ratio of 8% is lower than the target loss ratio of 30%.

Line of Coverage (Years w/ Coverage)	Number of Claims	Losses	Average Cost per Claim	Percentage of Losses	Loss Ratio
Auto Liability (2 years)	1	\$1,508.53	\$1,508.53	100%	32%
Auto Physical Damage (2 years)	0	\$0.00	\$0.00	0%	0%
General Liability (2 years)	0	\$0.00	\$0.00	0%	0%
Property (2 years)	0	\$0.00	\$0.00	0%	0%
Overall Loss Ratio	1	\$1,508.53	\$1,508.53	100%	8%

Percentage of Losses



Best Practices Review

The overall score on the last Best Practices survey (3/4/2016) was 87%. The following recommendations organized by risk category were taken directly from the survey where answers did not score the most possible points. Additionally, the following unique risks were identified:

Continuity of Operations Plan (COOP) and Agility	By Whom	By When
Goal: Ensure your entity has populated the recommended data on the Agility Recovery website.		
Recommendation: The link to the Agility Recovery website is located on our CIS website at https://www.cisoregon.org/webportal/services/EmergencyMgmt.aspx .		
Executive Risk Management (ERM)Team	By Whom	By When
Goal: Establish a multi-departmental leadership ERM (Executive Risk Management) team.		
Recommendation: You can find our executive risk management team resources on the CIS website at https://www.cisoregon.org/webportal/trust/RMBonusProgram.aspx .		

**NCPHD
Accounts Payable Checks
Issued - February 2016**

Check Date	Check Number	Vendor Name	Amount
12/31/2015	223	IRS	\$1,952.29
12/31/2015	224	DEPT OF REVENUE OREGON STATE	\$435.66
12/31/2015	225	ASIFLEX	\$30.00
12/31/2015	226	P E R S	\$1,254.39
1/25/2016	234	P E R S	\$7,316.73
2/10/2016	236	IRS	\$8,244.12
2/10/2016	237	ASIFLEX	\$285.00
2/10/2016	238	P E R S	\$7,223.51
2/10/2016	239	OREGON STATE, DEPT OF REVENUE	\$1,964.06
2/25/2016	240	IRS	\$8,782.51
2/25/2016	241	ASIFLEX	\$285.00
Reserved in Que	242		
2/25/2016	243	OREGON STATE, DEPT OF REVENUE	\$2,076.33
2/3/2016	11184	CIS TRUST	\$21,582.34
2/3/2016	11185	SEUFERT ENTERPRISES, LLC DBA	\$4,920.00
2/8/2016	11186	CYTOCHECK LABORATORY LLC	\$190.00
2/8/2016	11187	H2OREGON BOTTLED WATER INC.	\$39.50
2/8/2016	11188	HENRY SCHEIN	\$913.61
2/8/2016	11189	MID-COLUMBIA MEDICAL CENTER	\$337.50
2/8/2016	11190	OPTIMIST PRINTERS	\$397.00
2/8/2016	11191	OREGON STATE, DEPT OF ENVIRONMENTAL QUA	\$200.00
2/8/2016	11192	PARAGARD DIRECT	\$1,157.10
2/8/2016	11193	QWIK CHANGE LUBE CENTER INC.	\$40.50
2/8/2016	11194	RICOH USA INC.	\$147.74
2/8/2016	11195	SANOFI PASTEUR INC.	\$587.75
2/8/2016	11196	SATCOM GLOBAL INC.	\$52.06
2/8/2016	11197	SMITH MEDICAL PARTNERS LLC	\$1,565.56
2/8/2016	11198	SPARKLE CAR WASH, LLC	\$16.00
2/8/2016	11199	STAEHNKE, DAVID	\$87.57
2/8/2016	11200	STERICYCLE INC.	\$517.91
2/8/2016	11201	UPS	\$57.62
2/8/2016	11202	US BANK	\$421.56
2/8/2016	11203	WASCO COUNTY	\$351.22
2/11/2016	11204	AHLERS & ASSOCIATES	\$800.00
2/11/2016	11205	BEERY ELSNER & HAMMOND LLP	\$202.50
2/11/2016	11206	CURASCRIPT SPECIALTY, DISTRIBUTION	\$5,350.80
2/11/2016	11207	DEVIN OIL CO INC.	\$66.92
2/11/2016	11208	DMV	\$92.50
2/11/2016	11209	OFFICE MAX INCORPORATED	\$99.59
2/11/2016	11210	OPTIMIST PRINTERS	\$79.98
2/11/2016	11211	OREGON STATE, DEPT OF HUMAN SERVICES	\$10,463.59
2/11/2016	11212	QWIK CHANGE LUBE CENTER INC.	\$35.95
2/11/2016	11213	SAIF CORPORATION	\$743.00
2/11/2016	11214	SMITH MEDICAL PARTNERS LLC	\$320.24

Payroll A/P (EFT)

2/11/2016	11215	WASCO COUNTY	\$155.15	
2/16/2016	11216	CA STATE DISPURSEMENT UNIT	\$231.50	Payroll A/P Checks
2/16/2016	11217	NATIONWIDE RETIREMENT SOLUTION	\$865.00	
2/18/2016	11218	SEUFERT ENTERPRISES, LLC DBA	\$50.00	
2/18/2016	11219	THE DALLES NAPA AUTO PARTS INC	\$19.99	
2/18/2016	11220	U.S. CELLULAR	\$237.81	
2/18/2016	11221	UPS	\$103.46	
2/22/2016	11222	OREGON STATE, DEPT HUMAN SERVICES-OFS	\$220.00	
2/22/2016	11223	OREGON STATE, DEPT HUMAN SERVICES-OFS	\$1,904.79	
2/22/2016	11224	STAEHNKE, DAVID	\$112.59	
2/22/2016	11225	BIG PRODUCTIONS, INC.	\$8,345.00	
2/29/2016	11226	CA STATE DISPURSEMENT UNIT	\$231.50	Payroll A/P Checks
2/29/2016	11227	NATIONWIDE RETIREMENT SOLUTION	\$865.00	
		TOTAL:	\$105,029.00	

NCPHD Board of Health authorizes check numbers 11184 - 11227 and payroll EFT numbers 223 - 226, 236 - 241, & 243 totalling \$105,029.00

Signed: _____ Date: _____
Commissioner Michael Smith, Chair

on the Shared drive. The Visa Expense Form must be reconciled to the total amount of purchases on the current months VISA statement.

All receipts for the current VISA statement charges must be attached to the Visa Expense Form.

Manager Responsibility:

Each approving manager is responsible for reviewing the expenses submitted by their staff for validity, accuracy and compliance and appropriate documentation for timely approval of the expenses. The supervisor then must submit the documentation to the executive assistant.

If the credit cardholder is in default of any of the above responsibilities the credit card may be suspended.

Receipt Substantiation:

In order to remain in compliance with federal and state reporting requirements, receipts must be submitted that detail the expense. Receipts that only show the amount charged are not acceptable. If the employee does not have the receipt then a Missing Receipts form must be completed and included with other supporting documents.

Lost, Stolen or Compromised Credit Cards:

If the employee's credit card is lost or stolen the employee must contact the credit card company immediately to report it. The employee must confirm the telephone call to the credit card company by email to the executive assistant.

Disputes/Unauthorized Charges:

Credit cardholders are responsible for ensuring the accuracy and validity of transactions billed to their credit card. The credit cardholder is responsible for resolving disputed charges and following up that the errors have been corrected on their billing statements.

Departing Employee:

Employee will surrender the card immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons.

Employee Acknowledgement and Understanding of NCPHD Credit Card Policy:

Employee: _____

Employee signature

Date

Reviewed By:

Date:

Teri Thalhofer, RN

1/2/2014

DRAFT

One Day Travel

Non-Overnight Meals:

Meal expenses incurred while traveling within Oregon or outside of Oregon for only one day, without staying overnight, are taxable if reimbursed. These expenses should be recorded with other travel expenses on the same voucher and reimbursed through Payroll. Meal expenses for same day travel are not normally appropriate unless the reason for travel does not allow time for the employee to get a meal. Generally speaking, coffee on the way to a business meeting or snacks would not be appropriate expenditures of NCPHD funds.

Overnight Travel

Meal Expenses

Meal expenses are allowed according to the guidelines listed below. Gratuities are considered part of the meal allowance at the discretion of the employee. Gratuities will not be reimbursed separately. **Itemized receipts are required.**

Meal expenses are allowed under the following conditions:

1. First day of travel: A meal is allowed if the employee leaves the official workstation, or place of residence if authorized, exclusive of eating time. These times are based on a work schedule of 8:30 a.m. to 5:00 p.m. and may be adjusted for individual work schedules if reasonable.
2. Final day of travel: A meal allowance on the day of return is allowed if the employee returns to the official workstation, or place of residence if authorized, exclusive of eating time. These times are based on a work schedule of 8:30 a.m. to 5:00 p.m. and may be adjusted for individual work schedules if reasonable.
3. Meal rates will be based on the State of Oregon GSA Domestic Per Diem Rates. This table provides listings of cities in Oregon with rates for meals that exceed the standard rate. (www.gsa.gov).
4. Personnel assigned to attend a conference shall be reimbursed for the actual cost of a meal (including gratuities) when such meal is an agenda item, where attendance is required, and the selection and cost of the meal is beyond the control of personnel. Personnel do not receive a meal allowance when the cost of the meal is included in the conference registration fee.

Lodging Expenses

1. Personnel will request the "government rate" when making lodging reservations for official county business.

2. Reimbursement allowances for lodging will be based on the State of Oregon GSA Domestic Per Diem Rates. Lodging taxes are included in these rates.
3. Whenever possible and appropriate, employees will share a room.
4. If personnel are attending a conference or meeting and are staying at an official hotel/motel for that conference or meeting, actual lodging expenses are allowed
5. Itemized receipts are required for lodging and taxes.

Transportation Expenses

1. Use of a NCPHD owned vehicle is the preferred method of transportation. Use of a *personal vehicle requires prior authorization before mileage reimbursement will be made. Reimbursement for use of a personal vehicle will be made only for those miles traveled on behalf of the department. Employees are asked to record mileage on the "employee expense account" form which can be found on the shared drive in the VISA expense report and employee reimbursement request folder.
2. When a NCPHD owned vehicle is not available the reimbursement of expenses for authorized travel by private vehicle is current the federal rate.
3. It is understood that for purposes of convenience, such as an employee who resides in Hood River, he or she may choose to use their own vehicle but they will not be reimbursed for travel expenses.

Telephone Calls

1. If using hotel telephone, personnel may make one personal telephone call for every day of travel. Telephone calls should be kept to a minimum length of time. Usually 5 to 10 minutes.

Miscellaneous Expenses

1. Expenses not payable with VISA, such as parking, will be reimbursed once the employee completes a personal expense form with receipts attached.
2. Extenuating circumstances regarding lodging and meals expenses will be discussed with the employee's supervisor and approval received before expenses are incurred.

Expenses Not Covered include but are not limited to the following:

- Alcohol
- Entertainment
- Access to sporting events
- Gym fees
- Pay per view movies

REVIEWED BY:

JuL. Thalhofer, RN, BSN

JuL. Thalhofer, RN, BSN

DATE:

04292011

03232012

**CONFERENCE / TRAINING
AUTHORIZATION REQUEST**



Public Health
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**All conference & training must have prior approval by Supervisor.
Training / Conference information needs to be attached.**

Name: _____ Today's date: _____

Date & Location of Conference / Training: Charge to Program: _____

Date: _____

Location: _____

Purpose of travel and benefit to the
County: _____

Cost Information (Must be completed in full)

Registration /
Tuition:.....\$ _____

Name of Vendor: _____

Registration Deadline: _____

Hotel:..... No. of Nights _____ x Cost per Night _____
.....\$ _____

Name / Address: _____

Confirmation #: _____

Travel:..... Cost of round-trip coach air
fare.....\$ _____

Total
Requested.....\$ _____

DRAFT

REQUISITION# 6352291

CONTRACT# PSC-2016-0858

Purchase Order #1900879

Oregon Health and Science University
PROFESSIONAL SERVICES CONTRACT

This Contract is between Oregon Health & Science University, an Oregon statutory public corporation having its principal place of business at 3181 SW Sam Jackson Park Rd.; Portland, OR 97239-3011 ("OHSU"), and North Central Public Health District, an Oregon Government Agency having its principal place of business at 419 E. 7th St., #100, The Dalles, OR 97058 ("Contractor"). The parties agree as follows:

OHSU shall pay Contractor a sum not to exceed **\$6000.00**, which includes all travel, administrative, or other expenses. The rate of pay shall be \$ 57.68 (which is: hourly flat fee other _____). Payment shall be made in accordance with Section 2 below.

Contractor agrees to perform between October 1, 2015 and September 30, 2016 ("Term"), inclusive, the following professional services:

Scope of Work ("Services"):

Contractor will participate on the local Community Connections Network ("CCN") multidisciplinary team. As a member of the team, the contractor will work with and involve family as well as health, social service and/or education providers and other providers as needed in the development of a service coordination and/or treatment plan appropriate for the child. Activities may include:

- Consultation in the selection of children to be seen by the CCN team;
- Evaluation of the child and completion of a written report that includes the contractor's findings from the evaluation ("Report"). Upon completion of an evaluation, a copy of the Report will be sent, in a timely manner, to the child's primary care provider, as well as directly to the child's family;
- Assist in the enlistment and education of local physicians around primary care of children and youth with special health needs;
- Assist in CCN community processes to identify needs and resources for children with special needs and participate in developing services to address gaps or deficient services.
- The Contractor will be paid for Contractor's participation on the CCN team which cannot exceed 100 hours for the contract period.

HIPAA COMPLIANCE /VPN ACCESS (MANDATORY – MUST BE COMPLETED BY THE OHSU DEPARTMENT)

Please check the appropriate box:

Contractor will not OR will receive or have access to Protected Health Information (PHI) to provide Services. (PHI is individually identifiable health information that is transmitted or maintained in any form, whether oral, electronic or paper. See 45 CFR 164.501.)

If Contractor will have access to PHI, Contractor will be considered a Business Associate for purposes of this Contract.

Contractor will not OR will require remote access to OHSU Network to provide Services.

If Contractor will have access to OHSU Network, a Contract for Remote Access to OHSU Network is required.

The following attachments are incorporated by this reference and made a part of this Contract:

Attachment A; Title Attachment B; Title Other Attachments; _____, Title

This Contract and all of the attachments, exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provisions in any attachment conflict with the provisions of this Contract, then this Contract shall control, and such conflicting provision shall be deemed removed and replaced with the governing provision in this Contract.

INSURANCE: The minimum limit is \$ 1,000,000.00. Type required: CGL AUTO Professional

OHSU Department Contact (PLEASE COMPLETE ALL CONTACT INFORMATION):

Name: Amanda Dunn-Bernstein	Department: IPOC	Phone: 503-494-5508	Fax: 503-494-6868	Mail Code: CDRC
E-mail Address: <u>Dunnbern@ohsu.edu</u>		Supervising Representative Name: <u>Reka Laakso</u>		

For good and valuable consideration, the Parties agree as follows:

1. Services.

1.1 Contractor shall perform the services set out in the Statement of Work above (the "Services") in accordance with the terms and conditions of this Contract and in a professional and workmanlike manner, in accordance with generally recognized industry standards for similar services;

1.2 This Contract does not create an employer/employee relationship between the parties. It is the parties' intention that

Contractor will be an independent contractor and not an employee of OHSU for any purpose. Contractor shall be responsible for compliance with all federal, state and local laws, ordinances, regulations and orders that are applicable to this Contract and Contractor's performance hereunder (« Applicable Laws ») related to its employees and agents. Contractor will retain sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities hereunder.

2. Payment and Billing; Taxes.

2.1 OHSU will not pay any amount in excess of the maximum compensation amount set forth on the face of this Contract. Any increase to the maximum compensation must be authorized through a written amendment signed by authorized representatives of OHSU and Contractor before Contractor performs any service subject to the amendment. OHSU shall reimburse for expenses only as expressly provided on the face of the Contract.

2.2 Contractor shall submit invoices for the Services performed under this Contract which shall: (i) describe with particularity all Services performed and by whom performed, and (ii) itemize and explain all expenses for which reimbursement is payable. The invoices shall: (i) include the total amounts (services and expenses shall be listed separately) billed to date by Contractor prior to the current invoice.

2.3 Contractor shall not be compensated for Services from any OHSU department other than the Department.

2.4 Unless otherwise expressly provided for in this Contract, payment shall be made after completion of Services. Contractor shall submit invoices to the Department. OHSU payment terms are net thirty (30) from the date of invoice. Contractor may not charge OHSU interest on an overdue payment unless the payment is at least forty-five (45) days overdue. Interest payable may not exceed two-thirds of one percent per month on the outstanding balance.

2.5 Payments made by OHSU are subject to reduction by any withholding required under Applicable Law.

2.6 OHSU will not be liable for any taxes accruing or coming due as a result of this Contract, whether federal, state or local, and Contractor shall be responsible for any such taxes.

3. Representations and Warranties.

3.1 Contractor represents and warrants to OHSU that:

(a) it is duly organized, validly existing and in good standing under the laws of State of Oregon;

(b) it is duly qualified to do business and is in good standing in the State of Oregon;

(c) it has the full right, power and authority to enter into this Contract, to grant OHSU the rights set forth herein, and to perform its obligations hereunder;

(d) the execution of this Contract by the individual whose signature is set forth at the end of this Contract, and the delivery of this Contract by Contractor have been duly authorized by all necessary action on the part of Contractor and when so delivered (assuming due authorization, execution and delivery by OHSU) constitutes the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity;

(e) it is in compliance with all Applicable Laws;

(f) it has obtained all material licenses, authorizations, approvals, consents or permits required by Applicable Laws, including the rules and regulations of all authorities having jurisdiction over the manufacture and sale of the products or the provision of the services to be provided by Contractor under this Contract, and to perform its obligations under this Contract;

(g) neither Contractor, its employees or agents have, with an intent to establish or maintain a business relationship with OHSU, provided any gift or sponsorship having more than minimal value: (i) to any persons involved in the negotiation of this Contract on behalf of OHSU; (ii) to any OHSU department procuring items or services under this Contract; or (iii) to any persons with authority to enter into this Contract on behalf of OHSU;

(h) Contractor is not an employee of the U.S. government, nor has Contractor been engaged or otherwise compensated by the U.S. government to provide OHSU the products or services that are the subject of this Contract;

(i) Contractor has all of the requisite resources, skill, experience and qualifications to perform all of the services under this Contract in a professional and workmanlike manner, in accordance with generally recognized industry standards for similar services;

(j) if transferring Intellectual Property rights, contractor has the full right, power and authority (by ownership, license or otherwise) to use all Intellectual Property embodied in the goods or used in performing the services and embodied in the Deliverables, and to grant OHSU the rights and licenses set forth herein, on the terms and conditions of this Contract;

(k) **Contractor and any subcontractor of Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.** Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability;

(l) it has confirmed the employment eligibility of any employee involved in the performance of this Contract; and

(m) to the extent this Contract is the result of a request for proposal ("RFP") the representations of Contractor contained in Contractor's RFP response, are true and correct and shall remain true and correct throughout the term of this Contract.

3.2 Contractor hereby affirms, under penalty of perjury, that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

3.3 OHSU represents and warrants to Contractor that:

(a) it is a statutory public corporation under the laws of the State of Oregon;

(b) it has the full right, power and authority to enter into this Contract and to perform its obligations hereunder;

(c) the execution of this Contract by the individual whose signature is set forth at the end of this Contract, and the delivery of this Contract by OHSU have been duly authorized by all necessary action on the part of OHSU; and

(d) this Contract has been executed and delivered by OHSU and (assuming due authorization, execution and delivery by Contractor) constitutes the legal, valid and binding obligation of OHSU, enforceable against OHSU in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

4. **Work Product.**

4.1 For purposes of this Contract, "Work Product" shall mean the data, materials, documentation, computer programs, inventions (whether or not patentable), pictures, audio, video, animation, artistic works, and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, confidential information, moral rights, and other property rights, created or developed in whole or in part by Contractor while retained by the Contractor and that either (i) is created within the scope of the work of this Contract, as such scope of work may be amended by the parties or (ii) has been or will be paid for by the OHSU. OHSU is and shall be the sole and exclusive owner of all right, title and interest in and to the Work Product, including all copyrights and other intellectual property rights therein. In furtherance of the foregoing, Contractor shall create the Work Product as a work made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent the Work Product does not qualify as, or otherwise fails to be, a work made for hire, Contractor shall and hereby does (a) assign, transfer and otherwise convey to OHSU, irrevocably and in perpetuity, thought the universe, all right, title and interest in and to such Work Product, including all copyrights and other intellectual property rights there; and (b) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to such Work. Contractor will sign, upon request, any documents needed to confirm that the Work or any portion thereof is a work made for hire and to effectuate the assignment of its rights to OHSU. Contractor will assist OHSU and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering the Work. Contractor will sign any such applications, upon request, and deliver them to OHSU. OHSU will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

4.2 To the extent that any materials that were created or licensed by Contractor prior to the effective date of this Contract (collectively, "Contractor Tools") are contained in the Work Product, Contractor hereby grants to OHSU and its successors and assigns a non-exclusive, perpetual, irrevocable, freely transferable and sublicensable, fully paid-up and royalty-free right and license to use the Contractor Tools, including all copyrights and other intellectual property rights therein. Subject to the this license, Contractor retains all right, title, and interest in and to the Contractor Tools and nothing herein shall convey or transfer to OHSU any other right, title, or interest in and to the Contractor Tools. Contractor represents and warrants that it is the owner or licensee of all rights necessary and appropriate to grant the licenses and rights hereunder with respect to the Contractor Tools and that OHSU's use of the Contractor Tools shall not infringe any third party proprietary rights, including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar rights.

5. **Default.**

5.1 With respect to Contractor "Default" means:

- (a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (b) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract, and Contractor has not obtained such license or certificate within 15 calendar days after notice or such longer period as OHSU may specify in such notice; or
- (c) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, or fails to perform the services under this Contract within the time specified; and such breach, default or failure is not cured and OHSU has not accepted Contractor's plan for cure of such breach, default or failure, by 15 calendar days after Contractor's receipt of OHSU's notice, or such longer period as OHSU may specify in such notice.

5.2 With respect to OHSU "Default" means:

- (a) OHSU fails to remit to Contractor the required payment amounts on or prior to the due date specified in the Contract and does not cure such default within 30 days of written notice from Contractor; or
- (b) OHSU institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.

5.3 Upon the occurrence of an event of Default, the non-defaulting party may pursue any and all remedies available to it under this Contract and at law or in equity, including (1) the right to terminate this Contract; (2) withholding all monies due for services and products that Contractor has failed to deliver, within any scheduled completion dates, or performed inadequately or defectively; (3) initiation of an action or proceeding for damages, specific performance, or declaratory, injunctive, or other relief; and (4) exercise of its right of setoff. All rights and remedies provided in this Contract are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other Contract between the parties or otherwise.

6. Termination

6.1 This Contract may be terminated for any reason permitted by law, including the following:

- (a) at any time by mutual consent of both parties;
- (b) by Contractor upon a Default by OHSU;
- (c) by OHSU, at its discretion, upon thirty (30) days written notice;
- (d) by OHSU upon Default by Contractor;
- (e) by OHSU effective upon written notice to the Contractor or at such later date as may be established by OHSU, if:
 - (i) Federal or state regulations or guidelines are modified or changed in such a way that the services or products are no longer allowable or appropriate for purchase under this Contract;
 - (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the products or services required by this Contract is for any reason denied, revoked, or not renewed; and
 - (iii) funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of products or services.

6.2 Upon receiving a notice of termination issued by OHSU, Contractor shall immediately cease all performance under this Contract, unless expressly directed otherwise by OHSU in the notice of termination. OHSU shall only be liable for payment for services satisfactorily rendered prior to the effective date of termination. Contractor shall be paid in accordance with the terms of the Contract for goods delivered and accepted if Contractor's damages arising out of return of goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060). Upon termination, Contractor shall deliver to OHSU all contract documents, information, works-in-progress, and other property that are or would be deliverables.

6.3 Neither termination nor expiration of the term of this Contract shall extinguish nor prejudice OHSU's rights to enforce this Contract with respect to any default or defect in performance that has not been cured. In addition, the provisions of Sections 7 (Confidentiality), 8 (Access to Records), 11 (Responsibility for Damages; Indemnity), 13 (Claims for Infringement), and 16.4 (Governing Law/Venue).

7. Confidentiality.

7.1 OHSU Confidential Information. Contractor shall safeguard and not disclose confidential information of OHSU including any of the following: (a) patient information; (b) student information; (c) personnel information; (d) matters of a technical nature; (e) matters of a business nature; and (f) other information of a similar nature which is not generally disclosed by OHSU to the public, referred collectively hereafter as "OHSU Confidential Information." All Confidential Information is and shall remain the exclusive property of OHSU. Contractor further agrees not to use OHSU Confidential Information except as may be necessary to perform the Services. No license or other rights under any patents, patent applications, copyrights, or any other intellectual property rights are conveyed by the disclosure of Confidential Information by OHSU under this Contract. Upon expiration or termination of this Contract, or otherwise as requested or instructed by OHSU, Contractor will promptly destroy all OHSU Confidential Information that may be in Contractor's possession or control in such a ways as to be completely unrecoverable:

(a) **Electronic Records:** Electronic records shall be rendered unrecoverable using a process so that information on a computing device or electronic media is not retrievable. Processes shall include: (1) physically destroying the drive or media; (2) degaussing the drive to randomize the magnetic domain; (3) overwriting the drive or media's data (simple deletion or formatting does not meet this definition); or (4) taking other action substantially and materially comparable to (1)-(3).

(b) **Paper Records:** Paper records shall be destroyed by shredding, incineration or similar process to render such records unrecoverable.

In the event Contractor is unable to destroy all OHSU Confidential Information, Contractor's obligation to keep such information confidential shall survive termination or expiration of this Contract. If Contractor becomes aware of an incident that compromises the confidentiality of OHSU Confidential Information, Contractor shall notify OHSU promptly by telephone (503-494-8849) and provide all information related to the incident and OHSU Confidential Information as reasonably requested by OHSU. Notwithstanding any limitation on damages or liability contained in this Contract, Contractor shall reimburse OHSU for all direct damages resulting from such incident including, but not limited to, notification of individuals if deemed necessary by OHSU, fines or penalties levied against OHSU for noncompliance with applicable law related to compromised OHSU Confidential Information.

7.2 Contractor Confidential Information. OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192). Contractor acknowledges that any information given by Contractor to OHSU, including, without limitation, the pricing, discounts, other terms of the purchase and other terms and conditions of this Contract is a public record and may be subject to disclosure under the Oregon Public Records Law.

Subject to the foregoing and to the exceptions described below, OHSU agrees that it will keep confidential all information of Contractor labeled 'confidential information' or 'proprietary information' unless the information: (a) is or becomes publicly available through no fault of OHSU; (b) is developed or possessed by OHSU prior to, or independent of, disclosure from Contractor; (c) is or becomes available to OHSU on a non-confidential basis from a third-party source that is not bound by a duty of confidentiality known to OHSU; (d) is information that OHSU obtained Contractor's written permission to disclose or use; (e) is disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (f) is disclosed to an employee, agent, consultant or contractor of OHSU (including, without limitation, its legal and accounting advisors), for business, regulatory or financial purposes.

8. **Access to Records.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles and shall maintain any other records relating to this Contract in such a manner as to clearly document Contractor's performance hereunder. OHSU and its representatives, and, the federal government and its duly authorized representatives shall have access to such fiscal records and to all other books, documents and records of Contractor which relate to this Contract, to perform examination, and audits and make excerpts and transcripts. Except when a longer retention period is specified in this Contract or required by law, such books and records shall be maintained by Contractor for four (4) years from the date of Contract expiration or termination. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by OHSU.

9. **Federal and State Program Eligibility.** OHSU participates in Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f), and is required to ensure that its contractors are not excluded from participation or otherwise ineligible to participate in a "federal health care program" (as such term is defined in 42 U.S.C. Section 1320a-7b (f)) or from any other government payment program ("Excluded"). Therefore, Contractor represents and warrants to OHSU that neither it nor any of its employees, contractors, board members, or any shareholders (interest 5% or more) (a) are Excluded and (b) have arranged or contracted (by employment or otherwise) with any employee, subcontractor, or agent that Contractor or its affiliate knows or should know is Excluded to provide items or services hereunder. In the event Contractor or one of its employees, contractors, board members, or any shareholders (interest 5% or more) is Excluded during the term of this Contract, Contractor will notify OHSU in writing within three (3) days after such event. Whether or not such notice is given to OHSU, OHSU may, if required by applicable law to retain its eligibility in a Federal health care

program or other government payment program or otherwise, (a) terminate this Contract effective as of the date of such exclusion upon written notice to Contractor; or (b) immediately suspend its payment obligations under this contract upon written notice to Contractor, in which case OHSU shall only be liable for payment in accordance with the terms of this Contract for services satisfactorily rendered or goods delivered and accepted prior to the effective date of termination, until Contractor's eligibility is reinstated whereupon this contract shall continue in full force and effect. In the event that Contractor's eligibility is not reinstated within ninety (90) days of the effective date of exclusion or ineligibility, OHSU may terminate this contract.

10. Assignment; Subcontractors; Successors in Interest.

10.1 Except as otherwise provided below, Contractor may not assign, subcontract, transfer or delegate any of its rights or obligations under this Contract without the prior written consent of OHSU. Notwithstanding the above, Contractor may, without the consent of OHSU, assign any of its rights or delegate any of its duties under this Contract without any prior consent if such assignment or delegation is to: (a) an Affiliate, as such term is defined below; (b) a successor of Contractor, by consolidation, merger or operation of law; or (c) a purchaser of all or substantially all of Contractor's assets. Any assignment pursuant to the preceding sentence shall be effective only upon written notice to OHSU. No assignment or delegation permitted under the terms of this Contract shall relieve the Contractor of any of its obligations under this Contract. Any purported assignment or delegation in violation of this Section is void.

10.2 For purposes of this Contract an "Affiliate" means any corporation, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with a party. As used in this Contract, control means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.

11. Responsibility for Damages; Indemnity.

11.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Contract, or from any act, omission, or neglect of the Contractor, its subcontractors, or employees.

11.2 Contractor agrees to hold harmless and defend with counsel acceptable to OHSU, and indemnify OHSU, its directors, officers, employees and agents from and against any and all liability, damages, settlements, loss, costs, and expenses (including reasonable attorneys' fees) suffered or incurred in connection with any action, suit, or claim, of any kind or nature, whether in contract, tort or otherwise, resulting from or arising out of Contractor's, or its subcontractors, acts, omissions, activities, services or work performed under this Contract.

11.3 Contractor shall notify OHSU immediately of: (i) any incident, occurrence, or event that is likely to result in a claim against OHSU and (ii) any claim, suit or other demand for compensation by any third party that relates directly or indirectly to activities or omissions of OHSU under the terms of this Contract. Said notice shall be in writing and directed to the OHSU Department of Risk Management, (3181 SW Sam Jackson Park Road, Mail Code L328, Portland, OR 97239-3092.)

11.4 Contractor agrees to cooperate fully with OHSU in the investigation and defense of third party claims brought against OHSU and/or any of its directors, officers, employees and agents as a result of the activities performed under the terms of this Contract. Such cooperation shall include, but not be limited to, making Contractor staff available and providing access to pertinent Contractor records and documentation to allow investigation, evaluation, and defense, except as otherwise prohibited by law.

11.5 If Contractor or its insurer undertakes the representation and defense of claims involving OHSU and/or its directors, officers, employees or agents no settlement or other resolution of the claim involving payments to third parties shall be undertaken without prior approval by OHSU Department of Risk Management at the address provided in Section 11.3 above. Such approval shall not be unreasonably withheld.

12. Insurance.

12.1 If marked on the face of the Contract, throughout the Term, Contractor shall maintain in force at its own expense each of the insurances listed below:

(a) Commercial General Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

(b) Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(c) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for damages caused by error, omission or negligent acts related to any professional services to be provided under this Contract. Any self-insured retention or deductible shall not exceed \$25,000 each claim, incident or occurrence.

(d) Contractor shall maintain in force at its own expense Workers' Compensation insurance in compliance with ORS 656.017.

12.2 The insurance policies described in 12.1 shall be issued by an insurance company with an A.M. Best rating of A or better and authorized to provide coverage in the State of Oregon. If written on a claims made basis, the commercial general and professional liability insurance shall be maintained for a period of not less than two (2) years following the expiration or termination of this Contract. With the exception of the professional liability and workers compensation policies, OHSU and its officers and employees shall be included as an additional insured in these insurance policies. All self-insured retentions or deductibles above \$25,000 must be disclosed and are subject to approval by OHSU. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) required by this Contract without thirty (30) days written notice from the Contractor or its insurer(s) to OHSU.

12.3 Before work under this Contract is commenced, Contractor shall furnish to OHSU acceptable certificates of insurance evidencing insurance coverage required by this Contract. The certificate(s) will specify all of the parties who are additional insureds. Contractor or its insurer(s) shall provide complete policy copies to OHSU within five (5) business days of the request. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance.

13. Claims for Infringement. If any third party intellectual property and license rights are necessary for OHSU to fully enjoy the benefits of this Contract, Contractor shall secure on behalf of OHSU and in its name, a royalty-free license to use the third party intellectual property, and to authorize others to do the same on behalf of OHSU.

Without limiting Section 11, Contractor shall defend, indemnify, and hold OHSU, and their boards, officers, employees and agents harmless from all claims, suits, actions, losses, damages, liabilities, costs, expenses, including attorneys' fees, and damages arising out of or related to any claims that the services, products or any other tangible or intangible items delivered to OHSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the use thereof by OHSU, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party.

14. Dispute Resolution. OHSU and Contractor agree to first enter into negotiations to resolve any failure of the parties to reach agreement on any claim or action arising under or relating to the Contract (in each case a "Dispute") arising under or related to this Contract. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such Dispute within a reasonable period of time. If the Dispute cannot be resolved by the parties through negotiation within thirty (30) days of the date of the initial demand for negotiation by one of the parties, then either party may seek resolution of the Dispute as otherwise provided in this Contract and by law.

15. HIPAA/Contractor Requirements. If Contractor's performance under this Contract involves or requires the disclosure to or use by Contractor of OHSU's protected health information as defined by the Health Insurance Portability and Accountability Act and regulations promulgated pursuant thereto ("HIPAA"), then the following provisions apply:

15.1 Contractor agrees to hold all protected health information that may be shared, transferred, maintained, transmitted, or otherwise obtained pursuant to this Contract ("PHI") strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care information. Contractor further agrees to comply with any regulations, standards, or rules promulgated pursuant to the authority of HIPAA, The Health Information Technology for Economic and Clinical Health Act ("HITECH") or the American Recovery and Reinvestment Act of 2009 ("ARRA"), including those provisions listed below. The Contractor or subcontractor of Contractor may use and disclose PHI when necessary for Contractor or subcontractor's proper management and administration (if such use or disclosure is the minimum necessary), or to carry out the Contractor's specific legal responsibilities pursuant to this Contract, or as required by law.

15.2 Specifically, the Contractor agrees as follows: (1) to maintain administrative, physical, and technical safeguards as necessary to ensure that the PHI is not used or disclosed except as provided herein and to protect the confidentiality, integrity, and availability of PHI including implementing required policies and procedures with respect to PHI and the privacy and security rules pursuant to HIPAA/HITECH or the ARRA; (2) to use appropriate safeguards and comply, where applicable, with 45 CFR Part 164, Subpart C with respect to electronic PHI to prevent use or disclosure of the information other than as provided for by this Contract; (3) to the extent Contractor is to carry out an OHSU obligation under regulations, standards, or rules promulgated pursuant to HIPAA, ARRA or HITECH, comply with the requirements that apply to OHSU in the performance of such obligation; (4) to mitigate, if possible, any harmful effect known to Contractor of a use or disclosure of PHI by Contractor or subcontractor of Contractor; (5) to ensure that any subcontractor of Contractor or agents to whom it provides PHI will agree in writing to substantially similar restrictions and conditions that apply with respect to such information, in the form of a business associate agreement; (6) to make available respective internal practices, books and records relating to the use and disclosure of PHI received from OHSU to the U.S. Department of Health and Human Services or OHSU upon request; (7) to make PHI available for amendment or incorporate any amendments or corrections to PHI when notified by OHSU that the information is inaccurate or incomplete within ten (10) calendar days of request; (8) to return or

destroy all PHI received from OHSU that Contractor still maintains in any form and not to retain any such PHI in any form upon termination or expiration of this Contract, if feasible or, if not feasible, Contractor agrees to limit any uses of PHI after this Contract's termination or expiration to those specific uses or disclosures that make it necessary for Contractor to retain the information; (9) to continue to comply with the terms of this Section upon termination of this Contract if Contractor retains any PHI provided pursuant to this Contract; (10) to ensure applicable policies are in place for providing the PHI to OHSU to satisfy an individual's request to access their information; (11) to immediately, but in no event later than five (5) calendar days, report to OHSU any acquisition, access, use or disclosure of PHI, including breaches of unsecured PHI, which is not provided for in the Contract by calling OHSU's hotline set up for this purpose at 503-494-8849 and to report unsuccessful security incidents to OHSU upon request; (12) to make PHI available to OHSU within ten (10) calendar days to provide an accounting of disclosures to an individual who is the subject of the information, to the extent required by HIPAA/HITECH or ARRA; (13) not to use or further disclose PHI that has been de-identified as described in 45 CFR 164.514(a)-(b) other than as permitted or required by this Contract or as required by law; (14) to require its employees, officers, directors and agents that create, receive, maintain or transmit PHI on behalf of Contractor to agree to the same restrictions, conditions and requirements that apply through this Contract to Contractor with respect to PHI; (15) within fifteen (15) calendar days of OHSU's request, to make available, PHI in a designated record set, to OHSU or, as directed by OHSU, to an individual or third party designated by the individual in writing in order to meet the requirements under 45 C.F.R. § 164.524; (16) to document disclosures of PHI and information related to such disclosures as would be required for OHSU to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528; (16) to comply with an individual's request for restrictions on use or disclosure of such individual's PHI if OHSU receives and agrees to such a request from an individual in accordance with 45 C.F.R. § 164.522 or as otherwise required by law; (17) to limit the use, disclosure, or request of PHI, to the extent practicable, to the limited data set or to the minimum necessary (as described in guidance by the secretary of the U.S. Department of Health and Human Services) to accomplish the intended purpose of such use disclosure, or request, respectively; and (18) ensure that electronic PHI that is transmitted or maintained by Contractor or subcontractor of Contractor is encrypted. OHSU shall notify Contractor of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes affect Contractor's use or disclosure of PHI, and of any restriction to the use or disclosure of PHI that OHSU has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction affects Contractor's use or disclosure of PHI. If at any time after the effective date of this Contract, it is determined that Contractor is in breach of this Section, OHSU, in its sole discretion, may immediately terminate this Agreement. Contractor further agrees to sign any other documents, as appropriate, including but not limited to an additional business associate agreement with OHSU, to maintain compliance with HIPAA, ARRA and HITECH if requested to do so by OHSU.

15.3 Notwithstanding any limitation on damages or liability or any indemnification obligations contained in this Contract, Contractor shall indemnify and hold OHSU, its members, directors, officers, employees, agents, and subcontractors ("Indemnified Party") harmless from and against any and all actual losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or related to a breach of this Contract, breach of Unsecured PHI, or violation of HIPAA that is caused by the acts or omissions of Contractor or any of its employees, officers, directors, agents or subcontractors. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Contract for any reason.

15.4 Contractor shall maintain in force at its own expense Internet, Network and Privacy liability coverage (or its equivalent) with a minimum limit of not less than \$1,000,000.00 per occurrence and annual aggregate providing protection against liability arising from the loss or disclosure of PHI by Contractor no matter how it occurs. Any subcontractor of Contractor must maintain similar coverage to provide protection against liability arising from the loss or disclosure of PHI by subcontractor no matter how it occurs.

15.5 Notwithstanding any limitation on damages or liability contained in the Contract, Contractor shall be responsible for the full cost of all civil and criminal penalties assessed upon Contractor or upon OHSU as a result of the failure of Contractor, its officers, directors, employees, subcontractors or agents to comply with this Contract or any requirement imposed upon Contractor through HIPAA, HITECH or ARRA as amended from time to time, and including any regulations to those laws, as amended from time to time. This obligation shall survive the expiration or termination of this Contract for any reason.

15.6 Terms used in this section that are not defined in this Contract shall have the same meaning as those terms in HIPAA and any rules, regulations or standards promulgated thereunder.

16. Miscellaneous

16.1 Third Party Beneficiaries. Except as to any person specifically named herein, the parties do not confer any rights or remedies upon any person other than the parties to this Contract and their respective successors and permitted assigns.

16.2 Time is of the Essence. Time is of the essence in Contractor's performance of this Contract.

16.3 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) flood, fire, earthquake or explosion; (b) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (c) government order or law; (d) action by any governmental authority; or (e) national or regional emergency. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure

or delay and ensure the effects of such force majeure event are minimized. Notwithstanding any other termination provision, OHSU may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.

16.4 Governing Law/Venue. All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). Any Proceeding out of or relating to this Contract, or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Oregon in each case located in the City of Portland and Multnomah County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such Proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of Proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum.

16.5 Export Compliance. Contractor shall and shall ensure that its subcontractors, (a) obtain the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance; (b) obtain export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at OHSU, where the foreign person will have access to export-controlled technical data or software; and (c) for all regulatory record keeping requirements associated with the use of licenses and license exemptions or exceptions.

16.6 Publicity. Neither party will use the name, image, trade or service marks, likeness, logos or any other distinguishing feature of the other party or any employee of the other party, without the prior written consent of an authorized representative of the other party.

16.7 Contractor Staff and Use of OHSU Facilities and/or OHSU Network. If applicable, Contractor agrees that all Contractor staff performing any Services at any OHSU facility or using any Virtual Private Network (VPN) connection to gain access to OHSU's Network to provide Services shall comply with all applicable OHSU policies, including but not limited to, requirements regarding background and criminal history checks, and complete any training required by OHSU. Contractor shall access only those facilities necessary to perform services under the Contract. All equipment, tools, materials, supplies, and other personal property of Contractor shall remain the sole responsibility of the Contractor at all times.

16.8 Parking and Transportation. If Contractor, its agents, employees, or approved subcontractors shall be performing this Contract on OHSU property, Contractor shall contact OHSU's Parking and Transportation Services Department to arrange for proper parking permits and shall be responsible for all fees incurred.

16.9 Non-Solicitation. During the term of this Contract and for six (6) months after any termination of this Contract, Contractor will not directly or indirectly solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee of OHSU to terminate their relationship with OHSU; provided, however, that nothing in this Section shall prohibit the use of a general solicitation in a publication or by other means.

16.10 Notices. Except as specifically set forth in Sections 7 and 11, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with written confirmation of receipt by addressee) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must include the OHSU contract number, if available, and must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to OHSU: Oregon Health & Science University
Attention: Reka Laakso
Address: 707 SW Gaines Street
Mail Code: CDRC
Portland, OR 97239

With a copy to: Oregon Health & Science University
Attention: Contracting Services Group
Address: 3930 SW Macadam Ave.
Mail Code: MC 104
Portland, OR 97239

If to Contractor: North Central Public Health District
Attention: Kathi Hall
Address: 419 E 7th Street
The Dalles, OR 97058

With a copy to: Name of Law Firm, if applicable

Attention: Contact Name
Address: Street Address
City, State and Zip Code

16.11 Purchasing Authority. Only OHSU Logistics Department employees have the authority to authorize or bind OHSU for any purchase of Contractor's products or services. Contractor shall contact the Logistics Department at OHSU for any sale or purchase of its product(s) or services. OHSU shall not honor Contractor's invoice for an order unless such order was confirmed by the OHSU Logistics Department in writing.

16.12 Amendment. Amendments to this contract shall be in writing and signed authorized representatives of both parties.

16.13 Diversity. Upon request, Contractor shall provide OHSU with copies of its affirmative action plan, equal opportunity policy, diversity outreach and related documents and data, if any.

16.14 Severability. In the event one or more clauses of the Contract are declared illegal, void or unenforceable by a court of competent jurisdiction, the validity of the remaining portions of this Contract shall remain in full force and effect. The failure of OHSU to enforce any provision of this Contract shall not constitute a waiver by OHSU of that or any other provision.

16.15 OHSU Affiliates: The pricing and discounts contained in this Agreement are for the benefit of OHSU and any entity that directly or indirectly controls, is controlled by, or is under common control or management with OHSU, as well as strategic partners designated by OHSU (OHSU Affiliates").

16.16 Waiver. No waiver under this Contract is effective unless it is in writing, identified as a waiver to this Contract, and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Contract: (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Contract; or (ii) any act, omission or course of dealing between the parties.

16.17 Execution in Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

16.18 Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or Contracts between Contractor and OHSU with respect to such subject matter are hereby superseded in their entirety. The parties agree that neither party shall be accorded any advantage over the other by reason of being the drafter of any of the language of this Contract.

REMINDER OF PAGE INTENTIONALLY LEFT BLANK

TO BE COMPLETED BY CONTRACTOR

Contractor is a Corporation: I, the undersigned, am authorized to act on behalf of the entity designated below, hereby certify under penalty of perjury that entity is a corporation.

OR

Contractor is Independent: Contractor certifies he/she meets the following standards:

1. Has Contractor ever been employed at OHSU? . No Yes If yes, please provide dates of employment:
Start Date End Date
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year. No Yes
3. I represent to the public that the labor or services are to be provided by my independently established business as the following circumstances exist. **(Please check yes or no for each of the following statements and provide the requested information):**

The labor or services I provide are primarily carried out at a location:

No Yes that is separate from my residence. Please provide address (if different from the first page):

No Yes is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.

No Yes Commercial advertising or business cards are purchased for my business, or I have a trade association membership. Please attach a business card or proof of trade association membership to this Contract.

No Yes The telephone listing used for my business is separate from my personal residence listing. Please provide business telephone number (if different from the first page):

No Yes Labor or services I provide are performed pursuant to written contracts. Please provide the names of no less than two contract references below:

- 1.
- 2.

No Yes Labor or services I provide are performed for two or more different persons/entities within a period of one year. Please provide the names of no less than two client references below:

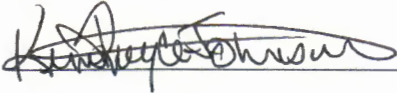
- 1.
- 2.

No Yes I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

This Contract and subsequent amendments to this Contract will not be effective and no work shall begin until the authorized representatives of both OHSU and Contractor have signed below indicating agreement with the above scope of work and terms & conditions.

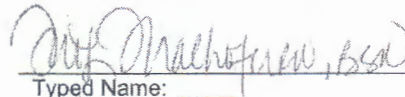
Oregon Health & Science University
3181 SW Sam Jackson Park Road
Portland, OR 97239

CONTRACTOR
Address for Notices (if different from above)

 _____ 2-18-16

OHSU Contract Representative
Kim Royce-Johnson
Senior Contracts Specialist

Date

 _____ 2/17/2016

Typed Name: _____

Date

Title:

Teri L. Thalhofer, RN, BSN
Director, NCPHD

Agreement Amendment	
University	Collaborator
Institution/Organization ("UNIVERSITY") Oregon Health & Science University 3181 SW Sam Jackson Park Road Mail Code: L106RGC Portland, OR 97239	Institution/Organization ("COLLABORATOR") North Central Public Health District 419 E 7 th Street Room 100 The Dalles, OR 97058-2676
Prime Award Number: HRSA B04MC25366 via OHA Subaward 143021	Subaward Number: 1004395 Wasco CaCoon
University PI: Marilyn Hartzell	Collaborator PI: Teri Thalhofer
Period of Performance: 10/01/14-09/30/16	Amount Funded this Action: \$ 10,958.12
Budget Period: 10/01/15-09/30/16	Amendment Number: 1
Project Title: Title V MCAH Block Grant Program	

Amendment(s) to Original Terms and Conditions

Article 2. SCOPE OF WORK

For the current budget period from 10/01/2015 through 09/30/2016, COLLABORATOR shall utilize the funds to complete the PROJECT Goals as identified in **Attachment A.1, Scope of Work and Attachment B.1, Promotora Services Scope of Work, Attachment E, Babies First and CaCoon Risk Factors (A Codes and B Codes)** in accordance with **Attachment C, Use of Allotment Funds**. COLLABORATOR shall meet the standards of performance as identified in **Attachment D, Minimum Standards of Program Performance**. The conditions of Eligibility Criteria in **Attachment A.1** shall also be met by COLLABORATOR when admitting clients into the PROJECT.

Article 3. PERIOD OF PERFORMANCE

The period of performance of this AGREEMENT is hereby extended through 09/30/2016.

Article 4. ESTIMATED COST AND EXPENDITURE LIMITATION

The maximum award available for the new budget period from 10/01/2015-09/30/2016 is \$10,958.12 per Attachment F.1, Categorical Funding Structure.

Article 6. PROJECT PERSONNEL

The COLLABORATOR Principal Investigator is hereby changed from Jane Palmer to Teri Thalhofer.

Article 7. TERMS OF PAYMENT & INVOICING

COLLABORATOR shall submit invoices to UNIVERSITY per the quarterly payment schedule, below, for reimbursement of all allowable direct and indirect costs, as per the applicable cost principles and as described in **Attachment C**, to spasub@ohsu.edu.

PAYMENT SCHEDULE for the new budget period from 10/01/2015-09/30/2016:

- (1) Initial Payment of \$3,652.71, payable upon execution of this Agreement and receipt of invoice on or after 10/1/2015.

- (2) Second Payment of \$3,652.71, payable upon invoice on or after 3/1/2016.
- (3) Final Payment of \$3,652.70, payable upon invoice and acceptance by UNIVERSITY of COLLABORATOR's Financial Report on or after 09/30/2016.

Article 8. NOTICES

All notices required to be given under this AGREEMENT shall be in writing and sent to the party as indicated below:

TO UNIVERSITY

Jen Michaud,
Subaward Grants & Contracts Administrator
Oregon Health & Science University
3181 SW Sam Jackson Park Road
L106OPAM
Portland, OR 97239-3098
Phone: 503.494.2379
Email: michauj@ohsu.edu

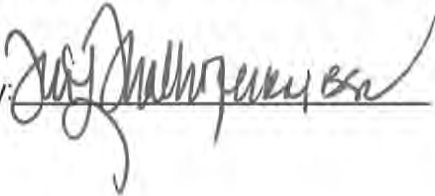
ALL ATTACHMENTS REFERENCED ARE HEREBY MADE A PART OF THIS AGREEMENT. ALL OTHER TERMS AND CONDITIONS OF THIS SUBAWARD AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

Approved and Agreed:

North Central Public Health District

Oregon Health & Science University

By:



Jen Michaud
Subaward Grants & Contracts Administrator

ATTACHMENT A.1 – SCOPE OF WORK
BUDGET PERIOD FROM 10/01/2015–09/30/2016

**Oregon Center for Children and Youth with Special Health Needs –
Title V CYSHCN (Part I) and CaCoon Program (Part II)**

Mission: The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development and well-being of all of Oregon's children and youth with special health care needs.

Vision: All of Oregon's children and youth with special health care needs are supported by a system of care that is family centered, community-based, coordinated, accessible, comprehensive, continuous and culturally competent.

Population of Focus – Children and youth with special health care needs (CYSHCN): Children and youth, through 20 years of age, who have or are at increased risk for a chronic physical, developmental, behavioral or emotional condition AND who also require health and related services of a type or amount beyond that required by children generally.

Contract Goal: OCCYSHN seeks to improve state and community-based systems of care for CYSHCN throughout Oregon. The goal of this contract is to achieve, in partnership with the Local Health Department (LHD)/Subawardee, systems improvement at the community level through LHD/Subawardee:

- Leadership or participation in health care system development and/or quality improvement to achieve optimal health outcomes for CYSHCN.
- Assurance of the capacity of the workforce to support OCCYSHN's mission and vision.
- Promotion of effective and efficient use of the healthcare system.

Part I. Children and Youth with Special Health Care Needs – Scope of Work

This section specifies the responsibilities of the LHD/Subaward in accepting a contract with OCCYSHN, on behalf of Oregon's Title V children and youth with special health care needs program, to assure the needs of CYSHCN are met at the community level.

Responsibilities of the LHD/Subawardee in assuring integrated, coordinated community-based systems of care for CYSHCN.

1. Title V CYSHCN/CaCoon:
 - a. Participate in OCCYSHN special initiatives, program planning and coordination of LHD/Subawardee services for CYSHCN residing in their county.
 - b. Receive and disseminate all communication from OCCYSHN.
 - c. Attend OCCYSHN sponsored in-service training, including the annual OCCYSHN/CaCoon Regional Meetings.
 - d. Share and disseminate OCCYSHN resources.
2. Local Health Department/Other contracting entities' staff:
 - a. Be available as a resource to other health, education and community service providers regarding children and youth with special health needs.
 - b. Share OCCYSHN resources, tools and special training.
3. Local community (service area):

- a. Assure the needs of the population are represented in community planning as available.
- b. Be a resource regarding children with special health care needs.
- c. Assure CYSHCN are represented on the Local Interagency Coordinating Council (LICC), Early Childhood Team (ECT), or combined LICC/ECT within Local County for the purposes of representing the needs of children with special health needs and their families.
- d. Assist in community process to identify needs and resources for CYSHCN.
- e. Participate in multidiscipline team processes for CYSHCN as either a member or a resource to a child's Community Health Team. (E.g. Community Connections, other service coordination teams for CYSHN or PHN clients).

Title V CYSHCN Contract Standards

All contracting LHDs/Subawardees will:

1. Conduct public awareness activities in order to assure that families and community organizations are aware of local services and system-improvement efforts pertaining to CYSHCN.
2. Represent the interests of CYSHCN at relevant local agencies and discussions.
3. Demonstrate evidence of continuous quality improvement efforts in service of CYSHCN (for example, increasing the number of CYSHCN who receive care at a Patient Centered Primary Care Home (PCPCH), increasing the number of CYSHCN who successfully transition from pediatric to effective adult health care models, or increasing effective linkages across systems of care).
4. Engage in educational opportunities that support workforce development and systems improvement, including participation in the annual OCCYSHN Regional Meetings.
5. Designate an individual with the authority to assure accountability to the contract standards/scope of work, above, and to submit a short annual report describing how the LHD/Subawardee is meeting each of the standards above, due July 1, 2016. A report template will be provided by OCCYSHN.

Part II. Oregon Care Coordination Program: CaCoon – SCOPE OF WORK

This scope of work is designed for local health departments with the capacity to implement a public health nurse home visiting program.

A. Specifications of the Program

This section provides specifics of the CaCoon Program that define its population, eligibility, program purpose and activities.

CaCoon is a statewide public health program that focuses on community based Care COordination for CYSHCN through nurse home visiting for families with children, birth to 21 years, with special health care needs

1. **The definition of the program population** to be served is:
"Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138)."
2. **CaCoon Program Eligibility**

- a. Age Eligibility: The CaCoon program serves children birth through 20 years of age.
 - b. Diagnostic/Condition eligibility is outlined in the "B" column of the A and B Code Eligibility List (**See Attachment F**). Public health nurses may use their professional judgement if a child has a chronic health condition or disability that is not specifically identified in the list by assigning risk code "B90-other chronic conditions."
- 3. Financial Eligibility**
- a. The CaCoon program is open to all children regardless of child or family insurance status or income.

CaCoon Program Purpose

The CaCoon Program provides LHDs/Subawardees an opportunity to contract with OCCYSHN to:

- a. Provide CaCoon services with practice and evidence-based program standards;
- b. Receive technical and professional supports to achieve CaCoon contract standards;
- c. Implement a State Plan Amendment supported program which allows an additional LHD funding stream through TCM reimbursement

CaCoon Program Goals

- a. Promote the development of effective care teams which center on the child/family.
- b. Increase family knowledge, skills, and confidence in caring for their children and youth with special health care needs (CYSHCN).
- c. Promote effective and efficient use of the healthcare system.

Responsibilities of all PHNs providing CaCoon services:

- a. Implement and assure fidelity to CaCoon Program Standards.
- b. Participate in CaCoon Program orientation and other educational opportunities related to CaCoon practice.
- c. Lead or participate in efforts to identify children and youth who are in need of home visiting with community-based care coordination.
- d. Identify and act upon learning goals to continuously improve practice
- e. Conduct accurate assessments of child/family strengths and needs.
- f. Work with healthcare team members, including families, to develop actionable, effective plans of care.
- g. Report data per the CaCoon program guidelines for entry into the ORCHIDS or other state data system.
- h. Learn about and access local resources.
- i. Coordinate and/or monitor delivery of health care and other services as needed.
- j. Adhere to Oregon State Board of Nursing requirements in working with Unlicensed Assistive Personal (Promotora, Community Health Workers).

Responsibilities of Local Health Department and other entities implementing CaCoon

- a. Assure fidelity to CaCoon Standards by nurses and others working with CaCoon clients.
- b. Provide supports for work space and access to community.

- c. Enter CaCoon encounter data into the ORCHIDS Database. Assure CaCoon service through participation in State and local efforts to leverage funds and provide service to this population (e.g. Targeted Case Management and Medicaid Administrative Match and service agreement with CCOs to provide CaCoon services.
- d. Provide adequate supervisor support related to scheduling and staff reflection for attaining program goals and personal growth for CaCoon staff.
- e. Implement a Triage system

B. Promotora Program

Under the direction of the CaCoon Nurse, the Health Promotora promotes health behaviors and helps families access and coordinate health and related services (See Attachment B).

Oregon Care Coordination Program: CaCoon Minimum Standards of Program Performance CaCoon Standards

CaCoon Program

CaCoon is a statewide public health program that focuses on community based Care COordination for CYSHCN through nurse home visiting.

CaCoon Goals

- Promote the development of effective care teams which center on the child/family.
- Increase family knowledge, skills, and confidence in caring for their children and youth with special health care needs (CYSHCN).
- Promote effective and efficient use of the healthcare system.

CaCoon Standards

1. The Subawardee establishes and maintains a triage system for home visiting that prioritizes the most vulnerable children with special health care needs for CaCoon services. Priority will be given to:
 - a. Families with a newly diagnosed infant/child with a chronic condition and/or disability.
 - b. Families who report difficulty accessing or coordinating their child's care and services.
2. When the Subawardee is unable to provide home visiting services for a child who has been referred, the Subawardee will, at a minimum:
 - a. Refer the child/family to primary care, specifically a patient centered primary care home when available, as well as appropriate educational services.
 - b. Notify the referring entity that Subawardee is unable to provide services and provide rationale.
3. The Subawardee assures timely contact with CaCoon home visiting referrals. At a minimum, initial outreach is implemented within 10 business days of receiving referral into the CH referral system. Initial outreach may be by telephone or other means.
4. All nurses serving CaCoon clients collaborate with the healthcare team to assure that the following assessments are completed for each child/family on the CaCoon caseload:
 - Assessment of child/family's strengths, needs, and goals.

- Assessment of child/family's health-related learning needs.
 - Assessment of child's functional status and limitations, including ability to attend school and school activities.
 - Early and continuous screening for special health care needs including physical, developmental, mental health, and oral health assessments as recommended by the American Academy of Pediatrics. ¹
 - Assessment of access to health care team members as well as social supports. ²
 - Assessment of access to supportive medical and/or adaptive equipment and supplies, e.g. suction machine, wheelchair, medications, formula, feeding tube.
 - Assessment of family financial burden related to care of child with special health needs.
 - Assessment of housing and environmental safety.
 - Assessment of emergency preparedness.
 - Assessment of preparedness for youth transition to adult health care, work, and independence, if appropriate to age.
 - Assessment of child/family satisfaction with services they receive.
5. In partnership with the child/family and the broader health care team, nurses serving CaCoon clients develop the nursing care plan which:
Is based in, and responsive to accurate and appropriate assessments (see #4 above).
- Includes goals, progress notes, and a plan for discharge from CaCoon services.
 - Demonstrates evidence of nursing support to increase patient/family engagement with primary care; specifically a patient centered primary care home when available.
 - Demonstrates evidence of effective coordination with the primary care physician and specialty providers as well as the broader health care team. ¹
Coordination includes:
 - Timely and appropriate referral to needed services.
 - Identification and problem-solving around barriers to referral follow-up.
 - Identification and elimination of redundancy of services.
 - Promotion of a shared and actionable plan of care that speaks to the continuum of child/family experience with healthcare and related systems.
 - Timely, informative, and concise updates that are shared with appropriate members of the health care team, including the primary care provider and the family.
 - Demonstrates evidence of patient/family centeredness, including:
 - Strategies to increase the child/family's capacity to obtain, process, and understand health information to make informed decisions about health care
 - Evidence of child/family partnership in developing the plan of care
 - Evidence of interventions that increase the patient/family's capacity to implement the plan of care, e.g. caregiver support, teaching, and provision of anticipatory guidance.
 - Cultural and linguistic responsiveness

- Provides for nurse visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.
 - Anticipates and supports youth transition to adult health care, work, and independence.
 - Is re-evaluated as required with changing circumstances but no less frequently than every six months.
6. The Subawardee works with partners, at both the state and local level, to collect data to inform system-level quality improvement efforts and achieve optimal health outcomes for CYSHCN.
 7. Each CaCoon nurse³ and supervisor actively participates in educational opportunities that support continuous improvement of his/her CaCoon practice. At a minimum:
 - a. When beginning his/her CaCoon practice, each CaCoon nurse completes the "Introduction to CaCoon" posted on the OCCYSHN website.
 - b. The majority of nurses working with the CaCoon program in a given county participate in the annual CaCoon Regional Meetings.
 8. Encounter data for every CaCoon visit will be entered into the ORCHIDS database, or Oregon Home Visiting Data System when brought online, according to OHA standards.
 9. The Subawardee designates an individual who has the authority to assure accountability to contract standards. This individual will submit a short (2-4 pages) annual report describing how the Subawardee is meeting each of the standards. The report is due to OCCYSHN by July 1, 2016. OCCYSHN will provide a report guidance and template.

Note: Only one report is due from the LHD in relation to this contract.

¹ American Academy of Pediatrics "Bright Futures" - Recommendations for Preventive Pediatric Health Care - Periodicity Schedule. <https://www.aap.org/en-us/professional-resources/practicesupport/Pages/PeriodicitySchedule.aspx>

² In addition to the primary care provider and the family, the broader health care team for CYSHCN might include:

- ✓ Child care and/or respite care
- ✓ Community Connections Network (CCN)
- ✓ Dentist/Orthodontist
- ✓ Department of Human Services – Child welfare
- ✓ Developmental Disabilities (DD) Services
- ✓ Durable medical equipment agency
- ✓ Early Intervention/ Early Childhood Special Education (EI/ECSE)
- ✓ Emergency medical services
- ✓ Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)
- ✓ Family to Family (F2F) or other family support organization
- ✓ Housing supports
- ✓ Medical specialists
- ✓ Mental health services
- ✓ Occupational therapy
- ✓ Pharmacy
- ✓ Physical therapy
- ✓ School systems, including special education
- ✓ Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
- ✓ Speech therapy
- ✓ Supplemental Security Income (SSI)

✓ *Transportation supports*

³ *A CaCoon nurse is defined as a registered nurse who is employed by the CH and who either spends the majority of his/her FTE in support of CaCoon clients OR who supports the majority of CaCoon clients in a given county.*

ATTACHMENT B.1 – Promotora Services Scope of Work
BUDGET PERIOD FROM 10/01/2015–09/30/2016

Oregon CaCoon (Care Coordination) Program: Promotora Services

Responsibilities of the public health nurse in counties where Promotora services are funded: Marion, Jackson, Hood River and Malheur counties

The CaCoon Program sponsors a **Health Promotora** in selected counties to address health care disparities, as well as provide more culturally appropriate care coordination for the Latino population with children and youth with special health needs

Responsibilities of the public health nurse working with the Health Promotora:

In compliance with Oregon State Board of Nursing regulations, the CaCoon Nurse will provide direction and oversight to the **Health Promotora** when carrying out the plan of care for a child/family.

At a minimum, the nurse is responsible for:

- Orienting the Health Promotora to the CaCoon Program and to state and community services for children with special health needs;
- Conducting all child and family health assessments;
- Implementing the home visit protocol;
- Assuring CaCoon program standards are met. (See Protocol for the CaCoon Nurse and Health Promotora).

The CaCoon Nurse directs the work of the Promotora and initiates weekly meetings to monitor the plan of care.

The CaCoon Nurse will meet face-to-face with the family no less than every three months and document her assessments/evaluation of the progress or redevelopment of the plan to meet the client's needs. Home visits by the CaCoon Nurse and the Promotora must be sufficient in frequency and length to achieve the goals outlined in the care plan.

Responsibilities of the Health Promotora:

The CaCoon Health Promotora works under the direction of the CaCoon Nurse to provide services to the target population (Attachment D). The Health Promotora promotes health behaviors and helps families access and coordinate health and related services.

Health Promotora interventions include (but may not be limited to):

- Participates as a member of the health team;
- Conducts outreach activities to identify families needing services;
- Visits families in their homes;
- Assists the CaCoon Nurse to identify individual and family needs;
- Links families with appropriate services;
- Assists families to arrange for supports to access health and related services, e.g.,
 - transportation and interpretation services;
 - Advocates for the child's and family's needs;
- Acts as a liaison and source of information between the family and service providers by translating and interpreting if necessary;
- Collaborates with other community agencies and service providers;
- Participates in CaCoon orientation and continuing education opportunities;
- Assists in the development of educational materials;
- Participates on community coalitions, committees and other appropriate groups;
- Collects data and reports activity.

Protocol for the CaCoon Nurse and Health Promotora

1. The CaCoon Nurse makes the initial and subsequent home visits on all new referrals to complete child health and family assessment, OR this/these visits may occur jointly with the CaCoon Nurse and the Health Promotora.
2. In partnership with the child/family and the broader health care team, nurses serving CaCoon clients develop the nursing care plan which:
 - a. addresses the CaCoon Standards
 - b. defines the role of the Promotora.
 - c. describes the process for supervision of the Promotora.
3. The Health Promotora carries out the activities of the care plan that are not within the exclusive domain of nursing practice as indicated by Oregon Nurse Practice Law. The CaCoon Nurse and Health Promotora review cases on a weekly basis to:
 - a. Conduct chart reviews and review the plan of care.
 - b. Review interventions performed by the Health Promotora.
 - c. Identify additional training needs for the Promotora and develop a plan for meeting them.

When delegating to an unlicensed person, the Registered Nurse is authorizing that person to perform a task of nursing care normally within the Registered Nurse's scope of practice. Prior to agreeing to delegate tasks of nursing care, the Registered Nurse has the responsibility to understand the rules for delegating tasks of nursing care and achieve the competence to delegate and supervise as described in the Oregon State Board of Nursing "Standards for Community-Based Registered Nurse Delegation" (Division 47).

http://arcweb.sos.state.or.us/pages/rules/oars_800/oar_851/851_047.html

4. The CaCoon Nurse must be available by phone for consultation with the Promotora. If the child's health or family circumstances change, the Promotora consults with the PHN who will decide if additional assessment is necessary.
5. A joint home visit with the CaCoon Nurse and Health Promotora is completed at least quarterly for evaluation and reassessment of the plan.

ATTACHMENT F.1 – Funding Structure Breakdown
BUDGET PERIOD FROM 10/01/2015–09/30/2016

To: OHSU
Child Development and Rehabilitation Center
PO Box 574
Portland, OR 97207

Re: Subaward 1004396_Wasco_CaCoon, Amendment 1 under HRSA Award Number
4B04MC06604-01-004 via OHA Subaward Number 14302

Budget Period: 10/01/2015-09/30/2016

Award Amount: \$10,958.12

Funding Category	Approved Budget for Funding Category
CaCoon Coordinator	\$9,862.31
Promotora	\$0
Administrative Support	\$1,095.81
TOTAL	\$10,958.12



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NORTH CENTRAL PUBLIC HEALTH DISTRICT

"Caring For Our Communities"

Directors Report for the Board of Health: March 8, 2016

Strategic Planning: Due to staffing capacity issues, we were not able to complete the strategic planning document this month. I am hoping to have it completed for adoption in April.

Staffing:

Hayli Eisland is our new TPEP Coordinator and starts on March 7th. As discussed at the last meeting, Dr. McDonell will fill the reproductive health clinician role. Due to some significant issues with nursing staffing, I have been covering the Communicable Disease role 2 days per week and covering the clinic 1 half day per week. This significantly impacts my ability to carry out the administrative roles of my position. It is anticipated that there will be some relief to this issue next week.

Community Engagement:

Work continues with CGCCO through both the Clinical Advisory Panel and the Community Advisory Council. In addition, we participate on the Dental Coalition and the 'Corner Pocket Team' which is addressing the Community Health Assessment. Work with EOCCO continues with the LCAC's in Sherman and Gilliam Counties. We continue to partner around early learning efforts through the 4Rivers Early Learning HUB, Local Early Childhood Committees, Breastfeeding Coalition, and Home Visiting Network/Connections and work with individual partners including ODC and others.

We participate on the LPSCC's for each of the 3 Counties when possible. The work around obesity discussion has created new partnerships with City of The Dalles Planning Department.

Columbia Gorge Health Council Funding:

As of today, I have not received the MOU outlining the specifics of the funding from CGHC. Coco assures me that it is coming soon. I prepared and emailed out the proposal leadership team agreed upon. I look forward to feedback if you have it.

Modernization Assessment:

One of the deliverables to the legislature following the Modernization of Public Health Task force completed their work was an assessment of what it will take for LHD's to meet the requirements of the foundational capabilities and programs. This assessment has taken a significant amount of both mine and Kathi Hall's time.