



**Public Health**  
Prevent. Promote. Protect.

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

# North Central Public Health District Board of Health Meeting

February 14, 2017  
3:00 PM

**Deschutes Conference Room**  
**Wasco County Court**

## **AGENDA -**

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1. **Minutes**
  - a. Approve from 1/10/17 meeting
  - b. Set Next Meeting Date (3/14/2017)
2. **Additions to the Agenda**
3. **Public Comment**
4. **Unfinished Business**
  - a. 2017-18 Budget Update
    - a. Public Members
    - b. Meeting Location
    - c. Process Discussion
5. **New Business**
  - a. Introduction of New Employees
    - i. Nicole Bailey – EH Specialist Trainee
  - b. Indoor Clean Air Act Update – Presented by Hayli Eiesland
  - c. Approval of A/P Check Reports (January 2017)
  - d. Contracts
    - i. Columbia Gorge Health Council – Business Agreement
    - ii. Columbia Gorge Health Council – Program Services Agreement
    - iii. Columbia Gorge Health Council – Confidentiality Non-Disclosure Agreement
  - e. 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\*\**



**Public Health**  
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**NORTH CENTRAL PUBLIC HEALTH DISTRICT**

*“Caring For Our Communities”*

419 East Seventh Street  
The Dalles, OR 97058-2676  
541-506-2600  
[www.ncphd.org](http://www.ncphd.org)

**North Central Public Health District  
Board of Health  
Meeting Minutes  
January 10, 2017 (3:00pm)**

**In Attendance:** Commissioner Scott Hege – Wasco County; Fred Schubert – Wasco County **By Phone:** Commissioner Tom McCoy – Sherman County; Linda Thompson – Sherman County; Judge Steve Shaffer – Gilliam County; Michael Takagi – Gilliam County; and William Hamilton – Wasco County.

**Staff Present:** Teri Thalhofer, RN, BSN – Director NCPHD; Kathi Hall – Finance Manager NCPHD

**Guest(s):** Michael Smith

Minutes taken by Gloria Perry

Meeting called to order on January 10, 2017 at 3:05pm by Vice Chairman Fred Schubert

**SUMMARY OF ACTIONS TAKEN**

**Motion by Commissioner Scott Hege, Second by Judge Steve Shaffer, to approve the minutes from the 11/8/2016 and 12/20/2016 board of health meetings as presented.**

Vote: 7-0

Yes: Commissioner Tom McCoy, Linda Thompson, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege, Fred Schubert and William Hamilton.

No: 0

Abstain: 0

Motion carried.

**Motion by Judge Steve Shaffer, Second by Commissioner Tom McCoy, to nominate Commissioner Scott Hege as the Chairman of NCPHD board of health.**

Vote: 6-0  
Yes: Commissioner Tom McCoy, Linda Thompson, Judge Steve Shaffer, Michael Takagi, Fred Schubert and William Hamilton  
No: 0  
Abstain: Commissioner Scott Hege  
Motion carried.

**Motion by Judge Steve Shaffer, Second by Linda Thompson, to nominate Fred Schubert as the Vice Chairman of the NCPHD board of health.**

Vote: 6-0  
Yes: Commissioner Tom McCoy, Linda Thompson, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege and William Hamilton  
No: 0  
Abstain: Fred Schubert  
Motion carried.

**Motion by Judge Steve Shaffer, Second by Fred Schubert, to approve the A/P Checks Issued reports for November and December 2016 as presented.**

Vote: 7-0  
Yes: Commissioner Tom McCoy, Linda Thompson, Judge Steve Shaffer, Michael Takagi, Commissioner Scott Hege, Fred Schubert and William Hamilton.  
No: 0  
Abstain: 0  
Motion carried.

**WELCOME AND INTRUCTIONS**

**1. MINUTES / NEXT MEETING DATE**

- a. Approval of past meeting minutes
  - i. 11/8/2016 & 12/20/2016 meeting minutes were approved as presented.
- b. Set next meeting date
  - i. The next Executive Committee board meeting was scheduled for Tuesday, February 14, 2017 at 3:00pm. Meeting location will be at the North Central Public Health District office located at 419 E. 7<sup>th</sup> Street, The Dalles, OR.

**2. ADDITIONS TO THE AGENDA**

- a. 2017-18 Budget
- b. Recognition and Thank-you Presentation

**3. PUBLIC COMMENT**

- a. None

**4. UNFINISHED BUSINESS**

- a. Transition of NCPHD Board Leadership
  - i. With Mike Smith stepping down as the chair, a new chairman of the board needs to be appointed.
  - ii. Fred Schubert opened nominations for the Chairman of NCPHD Board of Health.
    - 1. Judge Steve Shaffer made a motion to nominate Commissioner Scott Hege as the Chairman of NCPHD Board of Health, this was seconded by Commissioner Tom McCoy.
    - 2. After discussion, a vote was held to appoint Commissioner Scott Hege as the Chairman of the NCPHD Board of Health.
  - iii. Fred Schubert opened nominations for the Vice Chairman of NCPHD Board of Health.
    - 1. Michael Takagi made a motion to nominate Judge Shaffer as the Vice Chairman of NCPHD Board of Health. Judge Shaffer declined the nomination due to his busy work schedule.
    - 2. Judge Shaffer made a motion to nominate Fred Schubert as the Vice Chairman of NCPHD Board of Health, this was seconded by Linda Thompson.
    - 3. After discussion, a vote was held to appoint Fred Schubert as the Vice Chairman of NCPHD Board of Health.

**5. NEW BUSINESS**

- a. 2017-18 Budget
  - i. Committee Members
    - 1. Need to clarify who the public members will be for the 17-18 budget.
    - 2. Gloria Perry will email the court administrators from Sherman, Gilliam and Wasco Counties to confirm who the public members will be.
  - ii. Meeting Date
    - 1. Kathi and Teri are in the process of meeting with program managers to review current budget and to discuss next year's budget.
    - 2. Kathi will have a draft budget calendar prepared for the next board of health meeting.
- b. Recognition for Michael Smith

- i. Teri presented to Michael Smith a plaque recognizing and thanking him for his leadership and time as NCPHD's Chair.
- c. Review of NCPHD 2016 Annual Report
  - i. Teri gave a brief overview of the report. Some highlights were:
    - 1. License Facilities
      - a. Conducted 51 more inspections over last year.
    - 2. Immunizations
      - a. Provided 100 less immunizations to the community. This is not a big surprise considering the decreased clinic hours in 2016.
    - 3. We received 528 reports of communicable disease vs. the 502 the year before. Not all of these warranted full investigation but they did warrant review and evaluation.
    - 4. We only had 3 outbreaks vs. 11 the year before. This is likely attributed to the work of the communicable disease staff working out in the community with organizational camps, long term care facilities, and community partners about how to isolate and contain ill clients in the community.
    - 5. Our home visiting staff provided 174 more home visits to pregnant women, children at risk of development delay and kids with special health care needs than they did the year before.
    - 6. We saw 98 less family planning clients than we did the year before which is pretty significant considering our hours were so significantly reduced, that it was only 98 clients fewer.
    - 7. Data that is not included in the annual report:
      - a. In 2014 our teen pregnancy rate was 12.5% which is very close to the State rate of 12.4%. In 2015 our rate was 20.9%. It increased significantly while the State's decreased to 11.2%. This is something that we will be keeping a very close eye on.
      - b. Family Planning Reproductive Health: In 2015 NCPHD averted 143 unintended pregnancies (34 teen and 109 adult in women 20+.) In 2015, the average cost of an OHP delivery in the first year of infant health care was \$16,801.00. Nationally, approximately 40% of unintended pregnancies result in birth. This means that approximately 60 unintended births were averted among our clients, resulting in a tax payers savings of \$1,008,060.00. This is significant work. Nationally, about 58% of unintended pregnancies result in abortion, that means that approximately 73 abortions averted among our clients.

- c. Teri was asked to explain how NCPHD averted the pregnancies and she responded by providing contraceptive services.
- d. It was asked where these statistics were derived from. Teri explained it is a formula the State uses based on the number of women in need in the community, the number of people we see, the methods they use, how effective those numbers are, it's a big national data chart.
  - ii. Annual report will be shared with community partners via a PSA; posted on our website; it will also be shared with the board members of the CCO and the Clinical Advisory Board.
- d. 2<sup>nd</sup> Quarter Fund Balance Report – By Kathi Hall
  - i. Kathi presented report to the board.
- e. Approval of A/P Check Reports (Nov & Dec 2016)
  - i. Reports were approved as presented.
- f. Contracts Reviewed
  - i. Teri reviewed the following contract(s) with the board:
    - 1. OHA Agreement 148025-9
- g. Director's Report – By Teri Thalhofer
  - i. Report presented.

Meeting adjourned at 4:00pm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**{Copy of 11/8/2016 and 12/20/2016 Meeting Minutes, NCPHD 2016 Annual Report, 2<sup>nd</sup> Quarter Fund Balance Report, A/P Check Reports for November and December 2016, OHA Agreement 148025-9, and January 2016 Director's Report attached and made part of this record.}**

## DRAFT BUDGET CALENDAR FOR 2017/2018 BUDGET

1. Budget meetings with program managers – **Jan – Feb 2017**
2. First draft of budget will be put together between **3/1 - 3/7** by Kathi.
3. Budget Team (Teri & Kathi) will meet as needed to balance budget.
4. Complete second draft done **3/13 - 3/14**
5. Send draft budget request amounts to Counties – **3/20**
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. Executive Committee reviews and makes recommendations to budget – **4/11**
11. Budget Document to be distributed to Budget Committee week of \_\_\_\_\_.
12. Budget Committee Session - \_\_\_\_\_
  - Receive Budget Message
  - Review Proposed Budget
  - Approve Budget
13. Legal Notice of Budget Hearing to paper by **5/22** for publication **5/25**.  
(18 days prior to Budget Hearing)
14. Hold Budget Hearing (Governing Body) and Adopt Budget at **June 13** board meeting.

**NCPHD**  
**Accounts Payable Checks**  
**Issued - January 2017**

Check Date	Check Number	Vendor Name	Amount
1/10/2017	327	IRS	\$10,484.41
1/10/2017	328	ASIFLEX	\$445.00
1/10/2017	329	P E R S	\$9,234.24
1/10/2017	330	OREGON STATE, DEPT OF REVENUE	\$2,400.92
1/25/2017	331	IRS	\$10,656.07
1/25/2017	332	ASIFLEX	\$445.00
Reserved in Que	333	P E R S	\$9,369.35
1/25/2017	334	OREGON STATE, DEPT OF REVENUE	\$2,463.38
1/4/2017	11643	BEERY ELSNER & HAMMOND LLP	\$167.00
1/4/2017	11644	CIS TRUST	\$28,830.51
1/4/2017	11645	GORGE UROLOGY	\$150.00
1/4/2017	11646	MELADY, DILLON	\$20.00
1/4/2017	11647	OPTIMIST PRINTERS	\$50.00
1/4/2017	11648	OR GOV'T ETHICS COMMISSION	\$396.10
1/4/2017	11649	QWIK CHANGE LUBE CENTER INC.	\$44.50
1/4/2017	11650	SATCOM GLOBAL INC.	\$57.82
1/4/2017	11651	SMITH MEDICAL PARTNERS LLC	\$418.32
1/4/2017	11652	STAEHNKE, DAVID	\$75.06
1/4/2017	11653	STAPLES ADVANTAGE	\$214.59
1/4/2017	11654	WASCO COUNTY	\$280.77
1/12/2017	11655	DEVIN OIL CO INC.	\$60.68
1/12/2017	11656	H2OREGON BOTTLED WATER INC.	\$118.00
1/12/2017	11657	HENRY SCHEIN	\$1,557.37
1/12/2017	11658	OREGON STATE, DEPT OF ENVIRONMENTAL QUA	\$600.00
1/12/2017	11659	RAGE GRAPHIX & DESIGN INC.	\$111.00
1/12/2017	11660	RICOH USA INC.	\$152.58
1/12/2017	11661	SAIF CORPORATION	\$567.40
1/12/2017	11662	SMITH MEDICAL PARTNERS LLC	\$36.00
1/12/2017	11663	TYLER TECHNOLOGIES, INC.	\$850.00
1/12/2017	11664	U.S. CELLULAR	\$311.32
1/12/2017	11665	US BANK	\$770.79
1/12/2017	11666	WASCO COUNTY	\$333.05
1/13/2017	11667	CA STATE DISPURSEMENT UNIT	\$231.50
1/13/2017	11668	NATIONWIDE RETIREMENT SOLUTION	\$1,125.00
1/25/2017	11669	AHLERS & ASSOCIATES	\$860.00
1/25/2017	11670	BEERY ELSNER & HAMMOND LLP	\$157.50
1/25/2017	11671	HENRY SCHEIN	\$753.85
1/25/2017	11672	MID-COLUMBIA MEDICAL CENTER	\$157.50
1/25/2017	11673	NELSON TIRE FACTORY DBA, GILL'S POINT S	\$58.80
1/25/2017	11674	OPTIMIST PRINTERS	\$8.50
1/25/2017	11675	OREGON STATE, DEPT OF HUMAN SERVICES	\$20.00
1/25/2017	11676	SHRED-IT USA	\$90.00
1/25/2017	11677	STAPLES ADVANTAGE	\$132.19
1/25/2017	11678	TYLER TECHNOLOGIES, INC.	\$850.00

**PAYROLL A/P (EFT)**

**PAYROLL A/P**



1/25/2017	11679	TYLER TECHNOLOGIES, INC.	\$4,764.26	<b>PAYROLL A/P</b>
1/27/2017	11680	CA STATE DISPURSEMENT UNIT	\$231.50	
1/27/2017	11681	NATIONWIDE RETIREMENT SOLUTION	\$1,125.00	
		<b>TOTAL:</b>	<b>\$92,236.83</b>	

NCPHD Board of Health authorizes check numbers 11643 - 11681 and payroll EFT numbers 327 - 334 totalling \$92,236.83.

Signed By: \_\_\_\_\_  
 Commissioner Scott Hege

Date: \_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between North Central Public Health District ("Covered Entity") and Columbia Gorge Health Council ("Business Associate"), effective as of the date last signed below ("Effective Date").

### RECITALS

WHEREAS, the parties contemplate one (1) or more arrangements (collectively, the "Arrangement") whereby Business Associate provides services to Covered Entity and Business Associate creates, receives, maintains, transmits, or has access to Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations ("CFR") Parts 160, 162, and 164 ("Privacy Regulations" and "Security Regulations"); and

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure or use of Protected Health Information by or to Business Associate if such a contract is not in place.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### I. DEFINITIONS

1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as set forth in 45 CFR Parts 160, 162, and 164.

#### II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such Use or Disclosure of PHI would not violate the Privacy Regulations or Security Regulations if done by Covered Entity. Business Associate agrees not to Use or Disclose PHI other than as permitted or required by this Agreement, or as required by law.

2.2 Adequate Safeguards for PHI. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement or as required by law.

2.3 Adequate Safeguards for EPHI. Business Associate warrants that it shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate further warrants that it shall comply with the HIPAA Security Regulations, where applicable, with respect to EPHI to prevent the Use or Disclosure of EPHI other than as permitted by this Agreement.

2.4 Reporting Non-Permitted Use or Disclosure, Security Incident, or Breach.

(a) Business Associate shall notify Covered Entity of any Use or Disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

(b) Business Associate shall notify Covered Entity of any Security Incident of which it becomes aware that results in the unauthorized access, use or disclosure of the Covered Entity's PHI. Notwithstanding the foregoing, Business Associate has no obligation to notify Covered Entity of any Security Incident that does not result in the unauthorized access, use, or disclosure of PHI, including, but not limited to, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses.

(c) As required by 45 CFR 164.410, Business Associate shall report to Covered Entity a Breach of Unsecured Protected Health Information following Business Associate's discovery of such Breach. For purposes of the foregoing obligation, "Breach" shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, as further defined in 45 CFR 164.402.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations.

2.6 Access to and Amendment of PHI. If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide Covered Entity with access to such PHI upon Covered Entity's request and as required by 45 CFR Section 164.524. Additionally, if Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make amendments to any such PHI upon Covered Entity's request and as required by 45 CFR Section 164.526.

2.7 Accounting of Disclosures. Upon request by Covered Entity, Business Associate shall provide to Covered Entity an accounting, as required by 45 CFR 164.528, of each Disclosure of PHI made by Business Associate.

2.8 Use of Subcontractors. Business Associate shall ensure that any subcontractor who creates, receives, maintains, or transmits PHI on its behalf agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information.

2.9 Compliance with Covered Entity Obligations. To the extent Business Associate carries out Covered Entity's obligations under the Privacy Regulations and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.

2.10 HITECH Act Compliance. Business Associate will comply with the requirements of the HITECH Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

### III. OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall, upon request, provide Business Associate with its current Notice of Privacy Practices adopted in accordance with the Privacy Regulations.

3.2 Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the Use or Disclosure of PHI if such changes affect Business Associate's permitted or required Uses and Disclosures of PHI hereunder.

### IV. ADDITIONAL PERMITTED USES

4.1 Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI as set forth below:

(a) Use of Information for Management, Administration and Legal Responsibilities. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Disclosure of Information for Management, Administration and Legal Responsibilities. Business Associate may Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate if the Disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purpose of which it was Disclosed, and the person notifies Business Associate of any instances of which it is aware where confidentiality of the information has been breached.

### V. TERM AND TERMINATION

5.1 Term and Termination. This Agreement shall commence as of the Effective Date and shall continue in effect unless and until terminated by either party under this Section 5.1. Either party shall have the right to terminate this Agreement if the other party is in material

breach or violation of its obligations under this Agreement; provided that the non-breaching party provides the breaching party with thirty (30) days written notice to cure to the breach. In the event that both parties determine that termination is not feasible, the non-breaching party may report such breach to the Secretary.

5.2 Disposition of PHI upon Termination. Upon termination of this Agreement, Business Associate shall either return or destroy all PHI maintained in any form by Business Associate or its agents and subcontractors, and shall retain no copies of such PHI. However, if neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate: (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

## VI. GENERAL TERMS

6.1 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

6.2 Relationship to Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of any other agreement between the parties, the provisions of this Agreement shall control.

6.3 Legal Compliance. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, the Security Regulations, and any other applicable federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information.

6.4 Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

6.5 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Oregon. The venue for any dispute arising out of this Agreement shall be Wasco County in the State of Oregon.

6.6 Independent Contractor. Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. No acts performed or words spoken by either party with respect to any third party shall be binding upon the other. Any and all obligations incurred by either party in connection with the performance of any of its obligations hereunder shall be solely at that party's own risk. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

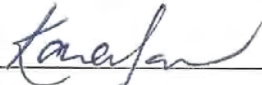
6.7 Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, with respect to such subject matter.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last signed below.

**Business Associate:**

**Columbia Gorge Health Council**

By: 

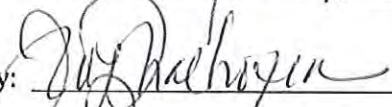
Print Name: Karen Joplin

Title: CGHC Board Chair

Dated: 1/13/17

**Covered Entity:**

North Central Public Health District

By: 

Print Name: Teri L. Malhofer, MD

Title: Director

Dated: 1/6/2017



Columbia Gorge Health Council  
511 Washington Street, Suite 101  
The Dalles, OR 97058  
[info@gorgehealthcouncil.org](mailto:info@gorgehealthcouncil.org)

## BRIDGES TO HEALTH PATHWAYS PROGRAM SERVICES AGREEMENT

This Program Services Agreement (this "Agreement") is entered into as of 1/13/17 (the "Effective Date"), by and between Columbia Gorge Health Council ("CGHC") and North Central Public Health District ("CARE COORDINATION AGENCY").

In consideration of the mutual agreement and conditions set forth herein, the parties agree as follows:

1. Services to be performed. CARE COORDINATION AGENCY and CGHC agree to perform the services ("Services") described in the Scope of Work attached hereto as Exhibit A ("Scope of Work").
2. Term. The term of this Agreement is one (1) year commencing on the Effective Date. Upon the expiration of the term, the Agreement will renew for an additional one (1) year period, provided that the parties have mutually agreed in writing on an outcome-based payment structure for CGHC's payments to CARE COORDINATION AGENCY. Thereafter, the Agreement will renew for additional one (1) year periods. In the event that CGHC and CARE COORDINATION AGENCY do not, during the first year of the Agreement, mutually agree in writing on an outcome-based payment structure for CGHC's payments to CARE COORDINATION AGENCY, the Agreement will terminate on the first anniversary of the Effective Date.
3. Compensation. In consideration for CARE COORDINATION AGENCY's Services, CGHC agrees to pay CARE COORDINATION AGENCY compensation ("Compensation") in amounts as specified in the Scope of Work. CARE COORDINATION AGENCY shall be solely responsible for compliance with all state and federal tax laws, including but not limited to the withholding and timely payment of unemployment tax, workers' compensation tax, self-employment tax, Social Security tax, federal and state income tax, and other employment related taxes applicable to the Services rendered, Compensation received, and compensation paid to employees and agents.
4. CARE COORDINATION AGENCY Status. The relationship created by this Agreement is one of independent contractors, and CARE COORDINATION AGENCY and its employees shall not be construed as employees of CGHC, and will at all times be acting and performing hereunder as independent contractors. CARE COORDINATION AGENCY and its employees are not entitled to any of CGHC's employment benefits such as vacation, sick leave with pay, paid days off, health insurance, life insurance, accident insurance, or severance pay during or upon termination of this Agreement. Neither party shall, by entering into and performing its obligations under this Agreement, become liable for any of the obligations, liabilities, debts or losses of the other party. This Agreement does not, and shall not be interpreted to create a partnership or joint venture between CGHC and CARE COORDINATION AGENCY. CGHC shall have no liability whatsoever for



damages suffered on account of the acts or omissions of any employee, agent or independent contractor (other than CGHC) of CARE COORDINATION AGENCY.

5. Practice of Medicine. The parties hereto acknowledge that CGHC is not authorized or qualified to engage in any activity that may be construed or deemed to constitute the practice of medicine and that nothing herein shall be construed as the practice of medicine by CGHC.

6. Payment. Payments will not be made by CGHC to CARE COORDINATION AGENCY until this Agreement is fully executed by the parties. Upon execution, payments will be made by CGHC to CARE COORDINATION AGENCY for Services completed as outlined in Scope of Work based upon documentation recorded by CARE COORDINATION AGENCY in the CLARA system. Payments to the CARE COORDINATION AGENCY will be made in the month following CARE COORDINATION Agency's entry of Services provided into the CLARA system. CGHC will obtain monthly invoices from the CLARA system based upon completed documentation for the prior month. CGHC agrees to render payment within four weeks of invoice date.

7. Data Rights. CARE COORDINATION AGENCY owns all right, title, and interest to CARE COORDINATION AGENCY's data ("Data") that CARE COORDINATION AGENCY enters into the CLARA system during the term of this Agreement. CARE COORDINATION AGENCY grants to CGHC and its affiliates an exclusive, royalty free, perpetual, irrevocable, worldwide, assignable and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, display, perform, distribute, publish, disclose and otherwise use the Data to perform services for the Bridges to Health Pathways Program, and to create de-identified data, as defined by HIPAA, for such purpose

8. Nondiscrimination. CARE COORDINATION AGENCY agrees not to discriminate against persons receiving treatment on account of race, sex, sexual orientation, age, color, religion, national origin, physical or mental disability, or veteran status.

9. Termination. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. Upon termination, CARE COORDINATION AGENCY must immediately stop using the CLARA system. Upon request by CARE COORDINATION, CGHC will provide reasonable assistance to CARE COORDINATION AGENCY for a period of thirty (30) days after termination to enable CARE COORDINATION to obtain a copy of the Data that CARE COORDINATION AGENCY submitted to CGHC during the term of this Agreement.

10. Attorney Fees. In the event either of the parties to this Agreement must resort to litigation to enforce this Agreement, the prevailing party at either the trial court or appellate court level will be entitled to reasonable costs and disbursements, including reasonable attorney fees to be determined by the court.

11. Indemnification. Each party ("Indemnifying Party") hereby agree to defend, indemnify, and hold harmless the other party and its board members, officers, directors, shareholders, employees, affiliates, and agents (collectively, "Indemnified Parties") from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses (including, without

limitation, costs and reasonable attorneys' fees) in connection with any third party claim or action arising from any negligent act or willful misconduct of Indemnifying Party.

12. Disclaimer of Warranties. CARE COORDINATION AGENCY's use of the CLARA system is entirely at CARE COORDINATION AGENCY's own risk. Except as described in the Agreement, the CLARA system is provided "as is." To the maximum extent permitted by applicable law, CGHC, its affiliates, and its third party suppliers ("Suppliers") disclaim all warranties, express or implied, including any warranty that the CLARA system is fit for a particular purpose, title, merchantability, data loss, non-interference with or non-infringement of any intellectual property rights, or the accuracy, reliability, quality or content in or linked to the CLARA system. CGHC does not warrant that the CLARA system is secure, free from bugs, viruses, interruption, errors, theft or destruction.

13. Limitation of Liability. To the maximum extent permitted by applicable law, the entire liability of CGHC and its Suppliers for all matters or claims relating to the Agreement shall be limited to \$1,000,000.00 per claim and \$3,000,000 in the annual aggregate. Subject to applicable law, CGHC and its Suppliers are not liable for any of the following: (a) indirect, special, incidental, punitive or consequential damages; (b) damages relating to failures of telecommunications, the Internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of CLARA system or hardware that does not meet the CLARA system requirements. This Section 13 sets forth the entire liability of CGHC and its Suppliers.

14. Use of CLARA System. CARE COORDINATION AGENCY agrees not to use the CLARA system in a manner that violates any applicable law, regulation, or the CLARA license terms that are applicable to CGHC. CARE COORDINATION AGENCY is responsible for any data that may be lost or unrecoverable through CARE COORDINATION AGENCY's use of the CLARA system. CGHC is not responsible for the data CARE COORDINATION AGENCY provides through CARE COORDINATION AGENCY's use of the CLARA system.

15. Insurance. Each party agrees to procure and maintain during the term of this Agreement a commercial general liability insurance policy with limits of at least \$1 million per claim and \$3 million in the annual aggregate. To the extent that CARE COORDINATION AGENCY provides professional medical services, CARE COORDINATION AGENCY shall also procure and maintain during the term of this Agreement a professional liability insurance policy with limits of at least \$1 million per claim and \$3 million in the annual aggregate.

16. HIPAA Compliance. Each party to this Agreement shall ensure that it and its personnel maintain confidentiality of all patient records, charts and other patient identifying information in accordance with state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as amended from time to time (collectively, "HIPAA"). The parties shall enter into a Business Associate Agreement or HIPAA Subcontractor Agreement, as appropriate, which is hereby incorporated herein by reference.

17. Confidential Information. The parties acknowledge and shall cause their personnel to acknowledge that the parties may develop or have access to "Confidential Information" as defined below. Parties shall not, and shall ensure that their personnel do not, whether during or after the term of this Agreement, use, other than in the proper performance of this Agreement, disclose, or communicate, orally or in writing or in electronic form, to any person or entity, any Confidential Information. Nor shall a party or its personnel permit any person, to use, examine, or make copies of any documents, files, data or other information that contain or are derived from Confidential Information, other than in the proper performance of this Agreement. The above covenants do not apply to: (1) CGHC's disclosure of Confidential Information to other Care Coordination Agencies participating in the Bridges to Health Pathways Program, or (2) disclosure that is required pursuant to a valid court order or other legally required disclosure. It is understood and agreed that the restrictions and obligations under this Section 16 will continue to apply after the termination of this Agreement, regardless of the reason for such termination.

For purposes of this Agreement, "Confidential Information" means any and all information of CGHC and CARE COORDINATION AGENCY that is not generally available to the public, including, but not limited to, the terms of this Agreement, the business, strategic, financial, operations, or planning information of CGHC or CARE COORDINATION AGENCY; and trade secrets and information relating to clinical integration and best clinical practices developed by CGHC or CARE COORDINATION AGENCY.

18. Compliance with CGHC Policies. CARE COORDINATION AGENCY shall comply with all applicable CGHC's policies and procedures, as updated from time to time, including but not limited to the Confidentiality of Records and Information Policy. CARE COORDINATION AGENCY will obtain all necessary consents from patients and other participants in the Bridges to Health Pathways Program as required by law to disclose such individuals' confidential information and protected health information to CGHC.

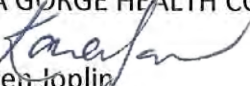
19. Dispute Resolution. In the event of any dispute under this Agreement, the parties initially shall attempt to resolve the dispute informally by meeting as often as necessary during a thirty (30)-day period. If a good-faith effort to resolve the dispute has not produced a mutually agreeable resolution during the thirty (30)-day period, the parties may mutually agree to extend the time period in which to settle their dispute or either party exclusively may pursue binding arbitration, which shall be conducted in Wasco County, Oregon, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof

20. Suspension and Debarment. CARE COORDINATION AGENCY certifies that neither it nor any of its employees, agents, or subcontractors are included on the Suspension and Debarment List, also known as The Excluded Parties List Systems from Federal Procurement and Non-Procurement Programs. Care Coordination Agency verifies they are a legal entity to receive federal funding through contract negotiations pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of Nonprocurement Suspension and Debarment Common Rule.

21. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or verbal discussions or agreements.

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth above.

COLUMBIA GORGE HEALTH COUNCIL

Signature: 

Name: Karen Joplin

Title: CGHC Board Chair

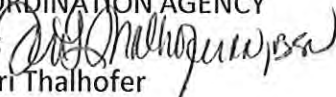
Address:

511 Washington St, Ste 101

The Dalles, OR 97058

Federal ID#: 46-0911202

CARE COORDINATION AGENCY

Signature: 

Name: Teri Thalhofer

Title: Director

Address: 419 E 7<sup>th</sup> St.

The Dalles, OR 97058

12/29/2016

Federal ID#:46-1790232

## Exhibit A

### Scope of Work

Payments for Services will be made in the month following Care Coordination Agency's completion of documentation into the CLARA system. Payments will be rendered for a given month within four weeks after the end of the month in which the documentation was entered into CLARA. Milestone expectations for Community Care Coordination will begin upon a date determined between HUB Coordinator and Care Coordinator based on the successful training and usage of CLARA.

#### **Community Care Agency Responsibility:**

##### Supervision:

Care Coordination Agency Supervisory requirement and payment:

The Care Coordination Agency will be paid a one-time stipend of \$500 at the time of first payment to cover a supervisor from the Care Coordination Agency to:

- Attend a Pathways Specific Training (1-time training, no more than 10 hours total)
- Attend a quarterly check in with HUB Coordinator
- Complete supervisory evaluation tools as requested (no more than quarterly)
- Provide regular check in with their Community Care Coordinator ("CCC")

Supervisor will be included in and welcome but not required to attend:

- Weekly huddle for first 6 months (phone call)
- CHW Community of Practice Monthly meeting

##### Care Coordination:

The Care Coordination Agency will be paid an hourly rate of \$22 per hour following documentation into the CLARA system for care coordination and related costs. The following may be reimbursed for:

- CCC Time with client
- CCC Data input time
- CCC Travel time (Primary work location to and from B2H Clients/ meetings and appointments only)
- CCC Training time on topics related to work with Pathways and care coordination
- Bridges to Health Huddle: phone call check in for CCC (1xweek @30-60mins)
- Pathways specific training @ 1.5 day for CCC and supervisor
- CHW Community of Practice attendance in both Hood River and The Dalles
- CCC Time spent coordinating with agencies and orgs (email, phone or in person)

The following are the responsibility of the Care Coordination Agency and not covered in this contract:

- Office space/ support
- Computer and other office expenses
- Mileage
- Meeting time with clients for other purposes

- Lunch food
- Application fees for clients
- Other resources for small incidentals (e.g. diapers)
- Liability coverage, car insurance, etc.
- Credentialing or other certifications. CHW certification

Expectations for Community Care Coordinators (CCC's):

- Attend at least 75% of Community of Practice monthly meetings during the contract period
- Attend at least the 75% of Bridges to Health Huddle weekly phone calls for first 3 months of work
- Enter data in CLARA within 1 week of work completed
- Support the collective group effort to work together with other Care Coordinators from other agencies
- Collectively, the Bridges to Health Care Coordinators across agencies must:
  - Have 50 clients enrolled after 6 months of collective work in CLARA
  - Support referrals and transfers of clients within the system as appropriate
- Individually, Care Coordinators will meet the following milestones:
  - After 6 months of using the CLARA system CCC working .5 FTE will:
    - Enroll at least 5 clients
    - Complete an initial assessment for 5 clients
    - Set future goals with the CGHC Hub Coordinator

Reporting capabilities:

Care Coordination Agency may report on:

- Their own client data only
- Data sharing must comply with all HIPPA regulations as stated in contract above
- Care Coordination work completed at their agency
- Pathway data collected by their agency (pathways open, closed, incomplete)

Columbia Gorge Health Council Responsibility:

CGHC is responsible for:

- All CLARA software licensing fees for CCC's and 1 supervisor each as needed
- Providing Pathway specific and CLARA training for all CCC's and supervisors upon initiation of contract and ongoing as needed
- Data reporting:
  - CGHC has access to all client CLARA data
  - CGHC will report out quarterly to all Care Coordination Agencies on Pathways progress
  - CGHC will provide quality assurance on work completed in CLARA
- Monthly payment to Care Coordination Agencies in accordance with documentation inside CLARA for reimbursable services as listed above.
- Coordination of all Pathways weekly huddle phone call meetings
- Insuring Community of Practice monthly meeting sustainability



Columbia Gorge Health Council  
511 Washington Street, Suite 101  
The Dalles, OR 97058  
[info@gorgehealthcouncil.org](mailto:info@gorgehealthcouncil.org)

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement") is by and between Columbia Gorge Health Council ("Disclosing Party") and North Central Public Health District ("Recipient") (each a "Party" and collectively the "Parties").

1. **Purpose of Agreement.** The Parties desire to engage in discussions related to the Bridges to Health Pathways Program ("Project"). In connection with such Project, the Recipient will be exposed to business information of Disclosing Party that is considered highly sensitive and confidential. In consideration of these disclosures, the Parties agree to the terms of this Agreement.

2. **Definitions.**

(a) "Agent" means each of that Party's officers, directors, employees, attorneys, accountants, financial advisors, and consultants.

(b) "Confidential Information" means any and all information concerning the Disclosing Party's business, whether provided in writing or verbally, by hard copy or electronic media. Specifically, Confidential Information shall include, without limitation:

- i. Business plans, policies and practices, technology, designs, improvements, inventions, techniques, strategies, financial and product pricing information, and customer and client information, including but not limited to identities and quantities;
- ii. Information regarding the design, creation, configuration, plans, ideas, concepts, or specifications relating to and/or including released or unreleased products or services, including but not limited to software (source and/or object code) or hardware products, related business methods and services, and the marketing, advertising, promotion, or other strategic plans related to such products and services;
- iii. Any information received from third parties that Disclosing Party is obligated to treat as confidential;
- iv. Any items designated as "Confidential Information"; and
- v. Any other item a reasonable person knows or reasonably should understand to be confidential or proprietary.

Without limiting the foregoing, information furnished by a third party on behalf of the Disclosing Party, or at the Disclosing Party's behest, regardless of whether or not such third party is an Agent of the Disclosing Party, shall be deemed to be Confidential Information if it otherwise satisfies the definition of Confidential Information above.

3. **Limitations on Use and Disclosure of Confidential Information.**



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511 Washington Street, Suite 101  
The Dalles, OR 97058  
[info@gorgehealthcouncil.org](mailto:info@gorgehealthcouncil.org)

(a) Recipient may provide Confidential Information to its Agents only for the purpose of the Project and only to those of its Agents who have a bona fide verifiable need to receive the Confidential Information in connection with the Project, who are informed by the Recipient of the confidential nature of the Confidential Information, and who agree in writing not to make any use of or to disclose Confidential Information other than as expressly permitted by this Agreement.

(b) Recipient and its Agents shall keep Confidential Information confidential and shall not, except as expressly permitted by this Agreement, without prior written consent of the Disclosing Party, publish, disclose or otherwise make accessible Confidential Information in any manner whatsoever, in whole or in part, and shall not use Confidential Information for any purpose other than in connection with the Project.

(c) Recipient shall be responsible for any breach of this Agreement by the Recipient or its Agents and agrees to take such steps as may be required to prevent any use or disclosure by any of its Agents of Confidential Information in violation of, or contrary to the terms of, this Agreement.

(d) If the Recipient loses or makes an unauthorized disclosure of the Disclosing Party's Confidential Information, it shall notify the Disclosing Party immediately and use immediate and commercially reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

(e) The failure of a Party to enforce its rights in the case of any breach of this Agreement cannot be construed to constitute a waiver of its rights with respect to any subsequent breach.

4. **Exclusions.** Without granting any right or license, the Parties agree that Section 3 above shall not apply to any information that the Recipient can document (i) is (through no improper action or inaction by the Recipient or any of its Agents) generally available to the public; (ii) can be shown by documentation to have been known to Recipient prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by a third party without restriction and is not known by the Recipient, or any of its Agent, to have been acquired or disclosed by a wrongful or tortious act; or (iv) was independently developed without the use of any Confidential Information of the Disclosing Party by the Recipient.

5. **Ownership of Confidential Information.** All Confidential Information will remain the sole and exclusive property of the Disclosing Party, and the Recipient shall have no right, by license or otherwise, to use the Confidential Information except as expressly provided herein. No present or future patent, copyright, trademark, or other intellectual property right, and no right title or interest of any kind is licensed, granted, transferred or otherwise conveyed by this Agreement with respect to the Confidential Information. The Recipient shall not reverse-engineer, decompile, or disassemble any Confidential Information disclosed under this Agreement and shall not remove, overprint, or change any notice, including as to ownership or confidentiality from any originals or copies of Confidential Information.

6. **Term.** The obligations of Recipient hereunder shall commence as of the Effective Date and shall survive until such time as all Confidential Information of the Disclosing Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient.

7. **Required Disclosure.** If the Recipient is requested by any court, tribunal or governmental entity, or otherwise required by law to disclose any Confidential Information, it shall, to the extent legally





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permissible, promptly notify the Disclosing Party in advance to give the Disclosing Party an opportunity to seek a protective order or take other appropriate action.

8. **No Obligation of Disclosure.** Neither Party has any obligation to disclose Confidential Information to the other. Either Party may, at any time: (a) cease giving Confidential Information to the other Party without any liability, and/or (b) request in writing the return of all or part of its Confidential Information previously disclosed pursuant to Section 9 of this Agreement.

9. **Return of Confidential Information.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party within five (5) business days of the Disclosing Party's written request.

10. **Limited Relationship.** This Agreement will not create a joint venture, partnership or other formal business relationship or entity between the Parties of any kind, or impose any obligation on the Parties to form any such relationship or entity.

11. **No Obligation To Negotiate A Definitive Agreement Or Implement Any Business Transaction.** Nothing in this Agreement shall require either Party to enter into any agreement with the other Party regarding the Project or any other transaction, to negotiate any transaction for any specified or unspecified period of time, or to take any action, or to abstain from any action, other than as expressly agreed to herein.

12. **Disclaimer Regarding Confidential Information.** All Confidential Information is provided by Disclosing Party "as is" and neither the Disclosing Party nor any of its Agents makes any representation or warranty as to the accuracy or completeness of any Confidential Information or other information provided to the Recipient or its Agents pursuant to this Agreement. Recipient agrees that neither the Disclosing Party nor any of the Disclosing Party's Agents shall have any liability to the Recipient or any of the Recipient's Agents as a result of any inaccuracy or incompleteness of any Confidential Information or other information furnished by the Disclosing Party or any of the Disclosing Party's Agents to the Recipient or any of the Recipient's Agents.

13. **Export Controls.** The Parties shall comply with all United States export controls law to the extent applicable to the transfer of Confidential Information.

14. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to its choice of law principles. Any legal action which may be brought to enforce any provision of this Agreement, or which may arise from or be related to this Agreement, shall be brought in a state or federal court of competent jurisdiction in the State of Oregon. The parties hereby consent to the jurisdiction of such state courts in Wasco County, Oregon and to such federal courts in the District of Oregon for such purposes and neither Party shall object based on forum nonconveniens. In any action brought to enforce any provisions of this Agreement or for breach of this Agreement, the prevailing Party is entitled to recover its costs including reasonable attorney's fees.



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[info@gorgehealthcouncil.org](mailto:info@gorgehealthcouncil.org)

15. **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

16. **Third Party Beneficiaries.** Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

17. **Injunctive Relief.** The Recipient acknowledges that the Confidential Information furnished by the Disclosing Party is unique, valuable and special to the Disclosing Party and that disclosure of such Confidential Information in violation of this Agreement may cause irreparable injury to the Disclosing Party. Accordingly, the Recipient acknowledges that monetary damages for any breach of this Agreement may be inadequate, and in recognition thereof, agrees that the Disclosing Party shall be entitled to injunctive relief without bond upon the finding by a court of competent jurisdiction of a breach of this Agreement by the Recipient or any of its Agents. Such injunctive relief shall be in addition to and not in derogation of any other remedies which may be available to the Disclosing Party as a result of a breach of this Agreement by the Recipient.

18. **No Publicity.** Neither Party hereto shall disclose, publicize or advertise in any manner the existence of this Agreement, the discussions that give rise to it, or the discussions or negotiations covered by it without the prior written consent of the other Party.

19. **Attorney's Fees.** The prevailing Party in any action brought to enforce any provision of this Agreement or which may arise from or be related to this Agreement shall be entitled to an award of its reasonable costs and fees, including reasonable attorneys' fees and expert witness fees, incurred in the action (including any appellate proceedings).

20. **Assignment.** This Agreement shall be binding upon and inure to the benefit of each Party's respective successors and lawful assigns; provided, however, that neither Party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other Party. Any attempted assignment in violation of this Section shall be void.

21. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22. **Authority.** Each individual signing below represents and warrants that he/she has the authority to enter into this Agreement on behalf of such Party.

23. **Survival of Agreement.** The rights and obligations of the Parties under Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, and 19 shall specifically survive the termination of this Agreement.

24. **Counterpart and Facsimile Signatures.** This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures



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The Dalles, OR 97058  
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transmitted by facsimile or via PDF shall be deemed valid execution of this Agreement, binding on the Parties.

*(Signature Page Follows)*



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[info@gorgehealthcouncil.org](mailto:info@gorgehealthcouncil.org)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the latest date set forth below ("Effective Date").

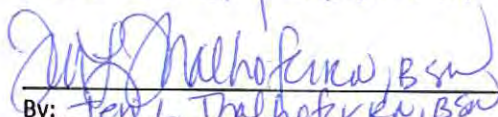
**DISCLOSING PARTY:**

Columbia Gorge Health Council

  
By: Karen Joplin  
Title: CGHC Board Chair

Date: 1/13/2017

**RECIPIENT:**

North Central Public District  
  
By: Paul L. Thalhofer, BSN  
Title: Director

Date: 4/12/2017



Teri Thalhofer <teriit@co.wasco.or.us>

---

## B2H Confidentiality and Non-Disclosure agreement

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Wed, Jan 11, 2017 at 10:11 PM

**Suzanne Cross** <suzanne@gorgehealthcouncil.org>  
To: "Teri Thalhofer, RN, BSN" <teriit@co.wasco.or.us>  
Cc: Coco Yackley <coco@gorgehealthcouncil.org>, Tom Sponsler <tom@gov-law.com>

Teri,

We understand your need to make the existence of this agreement public. You have our consent to do so as needed per your requirements. Thanks for your patience.

Looking forward to our continued partnership and this exciting work.

Stay warm!

Suzanne Cross, MPH

Sr. Project Manager

Columbia Gorge Health Council

Gorgehealthcouncil.org

541-400-9621

**From:** Teri Thalhofer [mailto:teriit@co.wasco.or.us]

**Sent:** Tuesday, January 10, 2017 11:09 AM

**To:** Suzanne Cross <suzanne@gorgehealthcouncil.org>

**Cc:** Coco Yackley <coco@gorgehealthcouncil.org>; Tom Sponsler <tom@gov-law.com>

**Subject:** Re: B2H Confidentiality and Non-Disclosure agreement

[Quoted text hidden]



**Public Health**  
Prevent. Promote. Protect.

**NORTH CENTRAL PUBLIC HEALTH DISTRICT**

*“Caring For Our Communities”*

## **Directors Report for the Board of Health: February 14, 2017**

### **Community Engagement:**

Work continues with various groups connected to the CCO's and EL Hub around system development and coordination.

NCPHD staff are working with community partners on the possibility of The Dalles becoming a 'Blue Zones' community. NCPHD Staff have been a resource to the community partner team to provide information and data to the business community and elected officials. Staff presented at two sessions held in The Dalles to answer questions about the community funding request. Dr. McDonell attended the Wasco County Commission meeting where Commissioner Kramer requested year 1 funding for the project. Staff will attend a City Council Meeting in The Dalles February 13<sup>th</sup> to be available to answer questions.

### **Communicable Disease and Immunization:**

Letters were sent to the parents or guardians of 174 students in Gilliam, Sherman and Wasco Counties notifying them that their child will be excluded from school or daycare on February 22, 2017 if their immunizations are not up to date. We have been working with our partners in primary care to make sure they are aware of the school exclusion calendar and the need for immunizations.

### **Other activities:**

Dr. McDonell and I have attended a meeting of key stakeholders to address suicide post-prevention in The Dalles and surrounding communities. This group is led by Barb Seatter of MCCFL. Key partners gathered to address immediate needs in the community and will continue to meet to address prevention needs.

Jeremy Hawkins, Communicable Disease Investigator, is working on the newest round of climate adaptation funding from the CDC. In our region, drought and its effects is the biggest concern. We were able to secure a complimentary grant from the OHA Drinking Water Program to provide domestic well testing. Jeremy is working with local partners to determine the area of greatest need. We are also working with the City of The Dalles water testing lab to find low cost testing options to stretch the grant dollars as far as possible.

Respectfully submitted,

Teri Thalhofer, RN, BSN