



Public Health
Prevent. Promote. Protect.

North Central Public Health District
"Caring For Our Communities"

North Central Public Health District Board of Health Meeting

March 10, 2015
3:00 PM
Meeting Room @
NCPHD

AGENDA -

1. **Minutes**
 - a. Approve from February 10, 2015 Meeting
 - b. Set Next Meeting Date
2. **Additions to the Agenda**
3. **Unfinished Business**
 - a. HWR Program Transition – Consideration of potential resolution for transfer of program if received by counsel.
 - b. Wasco County's BOCC vote to withdraw from NCPHD – Update
 - c. Budget (FY 2015-16)
 - d. Audit Update
4. **New Business**
 - a. 2ND Quarter Report
 - b. Program Highlights
 - c. Contracts Review
 - ✓ MCMC WIC Dietitian
 - ✓ NACCHO MRC 15-2464
 - ✓ N. Gilliam County Health District
 - ✓ OHA 142025-12
 - d. 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

**North Central Public Health District
Board of Health
Meeting Minutes
February 10, 2015 (3:00 pm)**

In Attendance: Commissioner Mike Smith – Sherman County; Roger Whitely – Sherman County; Commissioner Steve Kramer – Wasco County; Fred Schubert – Wasco County; and Michael Takagi – Gilliam County. **By phone:** Judge Steve Schafer – Gilliam County; and David Anderson – Gilliam County

Guests: Teri Thalhofer – Director NCPHD, Kathi Hall - Business Manager NCPHD; Shellie Campbell – TPEP Coordinator NCPHD; Tyler Stone – Wasco County, Bridget Bailey, Neita Cecil, Widge Johnson & Marina Cassandra

Minutes taken by Gloria Perry

Meeting called to order on February 10, 2015 at 3:00m by Chair Commissioner Mike Smith.

Summary of Actions Taken

Motion by Fred Schubert, second by Commissioner Steve Kramer, to approve the minutes from the January 13, 2015 Board meeting as presented.

Vote: 7-0

Yes: Commissioner Mike Smith, Roger Whitely, Commissioner Steve Kramer, Fred Schubert, David Anderson, Judge Steve Shaffer and Michael Takagi.

No: 0

Abstain: 0

Motion carried.

Motion by Roger Whitely, second by Fred Schubert, to approve a stipend not to exceed \$4,500.00 to the Budget Officer for fiscal year 2014/2015. Hours will be tracked.

Vote: 5-2

Yes: Commissioner Mike Smith, Roger Whitely, Fred Schubert, David Anderson, and Michael Takagi.

No: Commissioner Steve Kramer and Judge Steve Shaffer

Abstain: 0

Motion carried.

Welcome

1. MINUTES

- a. Approval of past meeting minutes.
- b. Set next meeting date:
 - The next regular meeting was scheduled for Tuesday, March 10, 2015 at 3 pm. Meeting location will be at the North Central Public Health District, Meeting Room. (419 E. 7th St., The Dalles).

2. ADDITIONS TO THE AGENDA

- a. Public Comment Period
 - No comments made.
- b. Fiscal Audit Update
 - The auditors informed us they have not yet completed our audit. They have requested more information and we are now crafting a Management Discussion & Analysis. When that gets back to the auditors they will put the audit document fully together and we will schedule their presentation.

3. UNFINISHED BUSINESS

- a. HWR Program Transition – Consideration of potential resolution for transfer of program if received by counsel.

- Mr. Sponsor (NCPHD's counsel) received a draft resolution from Dan Olsen (Wasco's County's attorney). Comments were given back and Teri's understanding from Mr. Sponsor is that he had sent the resolution with these comments back to Dan Olsen. Mr. Sponsor has reached out to Dan Olsen a number of times but, to date, has not heard back from him regarding the resolution. Because of this, there is not a resolution to present to the board at today's meeting.
 - This issue was pushed out to the March 10, 2015 board meeting.
- b. Wasco County's BOCC vote to withdraw from NCPHD
- After Sherman County's court reviewed the withdrawal letter from Wasco County the court decided that it didn't fit the IGA guidelines so it wasn't officially recognized.
 - Gilliam County court felt the same as Sherman County court. They would not be able to accept anything until after the 5-year portion of the agreement. Their decision was based on quite a bit of research. Also, it's set up in the IGA that an entity would not be able to leave until at the end of a fiscal year. Their court did not feel it was appropriate to accept the letter based on what is written in the IGA
 - Commissioner Smith stated, "Wasco County had talked about leaving at the fiscal year and contracting for six months. You can conceivably have a public meeting and re-file that and it would be gone in 2016. That's only 6-months beyond what you're talking about contracting and we are only 4-months away from the period you were talking about starting the contracting." He is not sure there is any hope of being able to create that entire thing, then try to contract and then try to create another district within that time frame. This might be a really good way to give Wasco a little time to finish the process they started.
 - Commissioner Kramer stated "It appears that I read the dates wrong. I was assuming that it needed to be done before the 31st not after the 31st. Error on my part, so yes we'll have to go back and revisit and resubmit and make this all legal."
 - Commissioner Smith stated, "When our court was talking about this, that given the timeframe we are talking about, it might give you time to do the research you're talking about and put everything together and work it out. Certainly it would give a lot more comfort to the employees that are struggling with this."
 - Commissioner Kramer stated, "We'll certainly work on that."
 - Judge Shaffer stated, "For Gilliam County Board of Commissioners, it would give us a little more planning opportunities also. That was a concern with our county court."
 - Commissioner Smith stated, "We will continue to move forward."
 - At this time, Commissioner Smith asked Teri Thalhoffer to provide an update to the board on her conversation with Kathy Schwartz.
 - Teri Thalhoffer stated, "At the last meeting the board asked me to meet with Kathy Schwartz to get some clarity about her role. I met with Kathy last week where she shared her transition plan that she's created. She plans to facilitate a meeting between the Oregon Health Authority and Wasco County, which I understand has been scheduled. And then assist the county in hiring a consultant to work through the transition as she will not be the person facilitating the transition."
 - Commissioner Smith stated, "I also understand that OHA is looking for a way to figure out dividing the..."
 - Teri Thalhoffer stated, "Right, so I made a request to the Public Health Division to give two funding scenarios for next budget year. What would it look like if the District remained intact with the 3 counties and what would it look like if Sherman & Gilliam Counties remained with the District and Wasco County stand-alone. In some examples the funding is really easy to determine because of the way the funding formula is set up – it's a base for each county based on size and then a per capita amount as well. But some of them are much more complex around it's an amount per entity. So we are going to go from 34 entities in the state to 35 entities in the state – it changes everybody's funding and as you well know the Wasco and Sherman County funding has been braided together for over 60 years. So it was going to take some time. They anticipate having those numbers to me sometime early next week."
 - Commissioner Smith stated, "Just for the purpose of the meeting, there are two that we kind of know. For instance, public health emergency preparedness program. NCPHD's budget grant award for 2015 was \$151,500 and it turns out the amount for Wasco and Sherman/Gilliam were close to equal with Sherman/Gilliam having slightly more funding to do the work. So Steve, hopefully you will find out more at your meeting which will be helpful."

c. Triennial Review Update

- Our triennial review was conducted in March of 2014 and all of the program compliances were completed by June 2014. The outstanding compliance issue that was around the fire door out of Annex C and that was found to be in compliance at the end of December 2014. On January 9, 2015 we received a letter from the State stating that we are now in full compliance.

4. **NEW BUSINESS**

a. Regional Health Equity Coalition (RHEC)

- Teri introduced Shellie Campbell who is our Tobacco Prevention & Education Program Coordinator. She is participating on the RHEC on behalf of NCPHD.
- Shellie presented an overview of what REHC is.
 - *What are Regional Equity Coalitions:* RHEC is a coalition funded by the Oregon Health Authority's Office of Equity and Inclusion and Public Health Division Health Promotion and Chronic Disease Prevention Section leveraged funds with the DHHS Office of Minority Healthy and the Northwest Health Foundation to implement a community-based Regional Equity Coalition program to reduce health disparities experienced by racial and ethnic diverse communities, people with disabilities, LGBT communities, low-income people, migrant seasonal farm workers, immigrants and refugees in Oregon.
 - As Regional Equity Coalitions continue to engage their communities, they will seek to achieve the following outcomes: 1) Increased awareness of the significance of health disparities, their impact on the state, and the actions necessary to improve health outcomes for racial and ethnically diverse and underserved populations; 2) Increased capacity and leadership for addressing health disparities at all levels; 3) Improved data availability, and coordination, utilization, and diffusion of research and evaluation outcomes; 4) Increased coordination across health and other social support entities to collaborate on cross-cutting community wide issues; and 5) Implementation of policies at local, regional and state level that reduce health disparities and promote health equity.

b. 2nd Quarter FY 14/15 Fiscal Report

- Kathi Hall presented the 2nd quarter fiscal report representing July 1, 2014 through December 31, 2014.
 - Discussed the unintended consequences of Medicaid expansion. For this fiscal year Kathi has done an analysis and believes we can make some adjustments without laying off staff.
 - EMR - Looking into switching our EMR to one that is less costly. We currently use Insight where the maintenance fees are around \$21,000 a year to Ahlers which is around \$10,000 a year. We anticipate some grant funding from the state's reproductive health program to support that change and we've worked with our legal counsel around the contract issues with Insight and we are able to leave our contract without penalties.
 - Commissioner Kramer asked how much was approved of beginning fund balance to spend this year.
 - Kathi Hall stated she didn't have that figure at hand but would provide it to Commissioner Kramer and the rest of the board.
 - Commissioner Smith asked in making those adjustments, is that with the full contribution from each county?
 - Teri Thalhofer replied yes. This budget was built on the expectation that the counties would contribute the full ask.
 - Commissioner Smith stated in looking at this he wanted to be sure that was clear. He thinks this is balanced with the original general ask amount for each of the counties. He knows Wasco County had a hold back of about \$32,000. In a conversation with Monica Morris she had stated that she thought we would get some more income but wasn't certain because of the way this is changing but she thinks NCPHD is going to have a little bit more coming in. She said to let Wasco know later on if that doesn't happen and we can see. Commissioner Smith believes she set aside \$32,000. NCPHD budgeted for the full amount and what he is concerned about is there is about a \$32,000 difference inside of this. The original ask to Wasco was \$376,000 and they held back \$32,000 because they thought there might be a difference in the income coming in and we are not quite experiencing that yet. Mike was curious about how NCPHD would show that to Wasco

County. The original plan was to show Wasco the difference, if that's not the case, then we'll discuss the asking format.

- Tyler Stone stated, "I would have to go back and look at what we agreed upon because off the top of my head I don't remember. I'm curious though on the new EMR system, is that what the ask is for?"
- Teri Thalhofer replied "No. The new EMR is a reduction in costs over what we currently have."
- Tyler Stone stated, "I was curious because didn't we just install the old EMR?"
- Teri Thalhofer replied, "Three years ago."
- Tyler Stone stated, "Three years ago...and what was the cost to install that?"
- Kathi Hall replied, "I would have to look that up."
- Teri Thalhofer replied, "It was significant and we used meaningful use funds to cover that but the maintenance costs are significant. This system is not user friendly. At the time we purchased this system we were moving forward with the administrative in-kind agreements that what Wasco County had supported they would continue to support and there was a 3rd IT person in the Wasco County budget which has never been filled. So we don't have the IT support we need to support this system. The new system that is available to us is much more user friendly, requires much less tech support. Hood River Public Health has recently installed it and the maintenance fees are significantly lower and we have an opportunity right now with the state reproductive health program to bring in funding to support the switch.

Ahlers Systems out of Texas has been contracted with Region X Family Planning for a very long time to do the billing and data reporting for Reproductive Health in Region X which is Oregon, Washington, Idaho and Alaska. When we purchased our EMR they were talking about creating a system with a vendor and we're years away – now they have it. Hood River is loving it; it's very intuitive, user friendly, talks to the billing system, and it's \$6,000 to buy and have them come and train.

- Commissioner Smith stated, "This is not an uncommon thing for medical practices. Our clinic in Sherman County is on their third one in 4 ½ years."
- Tyler Stone asked, "If there is going to be a net cost reduction will that be passed on to the counties?"
- Teri Thalhofer replied, "No, this reduction will help us keep the program open at the level it's at."
- Kathi Hall stated the savings is \$10,000.00.
- Commissioner Smith stated, "I think the question is, does that savings go back to general funds. Is that what you are Tyler?"
- Tyler Stone replied, "We just bought one and now we are buying another one in the name of savings and the question then really becomes..."
- Kathi Hall stated, "The cost of implementing the program is \$8,000.00 and the funding grant....."
- Teri Thalhofer stated, "We're not bringing in the family planning revenue that we were to keep the doors open so we're reducing costs where we can to keep the service level the same as it currently is. By reducing the EMR cost by \$10,000 a year, that gives us that additional dollar to put in staff to keep the doors open."
- Kathi Hall stated, "Well actually to keep from laying off staff."
- Commissioner Smith asked, "Is this part of what you were saying you had some things you were doing to keep the service level where it is right now?"
- Teri replied, "Yes."
- Commissioner Smith asked Tyler if that answered his question.
- Tyler replied, "Kind of, but it's fine Mike,"
- After Kathi completed the fiscal presentation Commissioner Smith asked if there were any questions. None being he asked Commissioner Smith asked Tyler if he could send him an email regarding the hold back and how that would happen if NCPHD were to request that.
- Tyler stated sure.

c. Budget FY 2015-16

- Stipend Request for Budget Officer (FY 14/15)
 - This has been a Wasco County practice in the past. Teri is not sure if it's currently still a practice or not. Note: Tyler Stone stated Wasco County currently does not do this.
 - Teri estimates that Kathi will spend approximately 5 ½ hours a week for 30 weeks performing duties as the budget officer and Kathi does not have capacity in her role nor does Teri have capacity in staff to take on Kathi's other roles to flex that time out. Because of this, Teri is requesting a \$4,500.00 stipend based on the amount of hours that Kathi works over and above her regular work duties on the budget process. These funds would come from beginning fund balance.
 - Although we hired some accounting help, in the original vision of what Kathi would be doing we thought there would be more fiscal work through Wasco County however, Wasco County ended up not doing that. She is doing significantly more work around budget documents, audit work, Eden setup/work, payroll, employee benefits, being in charge of the EMR record in addition to supervising the admin staff. This is a very broad position. We are doing considerably more administrative work than was anticipated with no additional staff.
 - After a discussion was held regarding this request a motion was made.
- Process
 - Currently scheduling meetings with the program managers to review their program budget for the first 6 months of the current fiscal year and to discuss projections for next budget cycle.
 - Once budget committee members are set, a budget meeting will be scheduled.
- Budget Calendar
 - Budget calendar is in process.
 - We are waiting to hear back from the three counties to see what their budget calendar looks like.
- Budget Committee
 - Public Members are: Sherman County – Linda Thompson; Gilliam County – Leah Watkins; and Wasco County – Bill Lennox
 - Commissioner Smith asked that Teri send emails out to the public members to see if they are still interested in participating for the 2015/16 fiscal budget.

d. Contracts Review

- Teri gave a brief explanation of the following contracts:
 - Jefferson Health Information Exchange Agreement
 - OHSU CCN Agreement
 - a. This agreement is to pay for Dr. Harpole who sees children in the clinic.
 - b. Dr. Harpole has decided he no longer wants to be the physician as he is trying to reduce his hours. He has recruited Meghan McAllister to be the new provider on the clinic. Meghan is a pediatric nurse practitioner. We have hired Meghan as a .2 FTE working 5 to 7 hours a month without benefits. Dr. Harpole's CCN time has been reduced so Meghan's time will be a wash.
 - Providence Health Plan Provider Agreement

e. Director's Report

- Immunizations
 - Currently Pharmacies can give immunizations down to age 11 and there is talk about taking that down to age 8.
 - There is legislation to completely remove the religious exemption. The Health Officer caucus is in support of that legislation. Two years ago legislation passed that you had to be educated. Parents had to show a form that they received education in order to claim the religious exemption. That reduced Washington's un-immunized rate by 50%. With the current measles outbreak, there is legislation to remove the religious exemption completely so that you can only have a medical exemption. There are many states that do not allow any exemptions.

- NCPHD Employee List of Comments & Concerns
 - At the 2/3/2015 staff meeting, staff was expressing concerns and asking questions that Teri did not have answers to. She encouraged staff to email their questions to Gloria Perry who collected the emails and compiled the list to present to the board.
 - The list of comments and concerns compiled by the employees of NCPHD was distributed to the board members.
 - Commissioner Smith asked that the board take this list back with them to review and try to answer as many comments/concerns as they can.

Motion to adjourn was made and the meeting was adjourned at 3:50p.m.

{Copy of 1/13/15 board of health meeting minutes, Fire Inspection Report, OHA Letter, Regional Health Equity Coalitions Handout, 2nd Quarter Reports, Jefferson Health information Exchange Agreement, OHSU CCN Agreement, Providence Health Plan Provider Agreement, NCPHD Employee's list of comments and concerns, and Director's Report attached and made part of this record.}

DRAFT

ESTIMATED FUNDING for WASCO COUNTY and GILLIAM/SHERMAN

Based on FY 2015 funding levels.

This is an approximation of the breakout of funding to Wasco County and to Sherman/Gilliam Counties if Wasco County was not a part of the North Central Public Health District. It is based upon current 2014-15 funding levels.

PE # & Title	Wasco	Gilliam/Sherman	Total	Notes
PE 01 State Support for Public Health	\$28,327	\$4,088	\$32,415	Per Capita
PE 03 TB Case Management	\$1,016	\$0	\$1,016	Case-based
PE 12 Public Health Emergency Preparedness	\$74,768	\$76,731	\$151,499	
PE 13 Tobacco Prevention & Education	\$59,600	\$34,066	\$93,666	
PE 40 WIC	\$163,402	\$10,987	\$174,389	Case-based. Estimate by zip code of recipients RH-Currently served by one clinic in Wasco. Funding breakdown is based on zip codes of current caseload
PE 41 Reproductive Health	\$34,352	\$13,783	\$48,135	
PE 42 MCH Child & Adolescent Health GF	\$3,203	\$5,657	\$8,860	
PE 42 MCH Child & Adolescent Health Title V	\$3,363	\$5,639	\$9,002	
PE 42 MCH Flexible Funds Title V	\$7,846	\$13,151	\$20,997	
PE 42 MCH Perinatal Health GF	\$1,706	\$3,015	\$4,721	
PE 42 Babies First	\$5,403	\$9,544	\$14,947	
PE 42 Oregon Mothers Care	\$3,120	\$5,018	\$8,138	
PE 43 Immunization	\$11,097	\$6,844	\$17,941	
PE 50 Drinking Water	\$29,103	\$13,080	\$42,183	Breakout is by % of water systems. This is a rough estimate.
Totals	\$426,305	\$201,604	\$627,909	
County population estimate- Census 2013	25,477	3,678	29,155	
State funding per capita	\$16.73	\$54.81	\$21.53	

DRAFT BUDGET CALENDAR FOR 2015/2016 BUDGET

1. Budget meetings with program managers – 02/17 – 3/9
2. First draft of budget will be put together between 3/10-3/13 by Kathi.
3. Budget Team (Teri & Kathi) will meet as needed to balance budget.
4. Complete second draft done 4/01 – 4/04
5. 1st notice of Budget Committee Meeting(5/13 Or 5/14?) to paper by () for publication ()
6. 2nd notice of Budget Committee Meeting to paper by ()for publication ()
7. Complete final Proposed Budget Document (4/6-4/7)
8. Compile Budget Document for distribution (4/8-4/9)
9. Budget Document available and ready to be distributed to Budget Committee (2 weeks prior to Budget Meeting)
10. Budget Committee Session (5/13 or 5/14)?
 - Receive Budget Message
 - Review Proposed Budget
 - Approve Budget
11. Legal Notice of Budget Hearing to paper by May 21 for publication May 28.
12. Hold Budget Hearing (Governing Body) and Adopt Budget at June 9 board meeting.

FUND 201		General Fund contribution and how it is	Restricted Revenue	Unrestricted Revenue	Net Totals
7141	PUBLIC HEALTH 9 programs/services - 6 mandated Health Officer, Director, Vital records, Waste Water Treatment (Onsite), Solid Waste Management, School Nursing, Healthy Start, STD services				
	State	9,890	9,890		
	Federal	0	0		
	Sherman County	79,499		79,499	
	Gilliam County	80,584		80,584	
	Wasco County	304,235		304,235	
	All Other	58,096		58,096	
	Total Revenue	532,304			
	Total Expenditures	521,829			
		10,475			10,475
		FTE 6.5			
	GF Support for Onsite prog. (.95 FTE EH Sp. .15 EH Sp.)		\$102,922		
	Other funds support (MAC, Beg Bal, CMS MU incentive, etc.)				
7142	WIC 1 mandated service Women, Infants and Children Nutrition Program				
	State		0		
	Federal	176,922	176,922		
	All Other			0	
	Total Revenue	176,922			
	Total Expenditures	164,395			
		12,527			12,527
		FTE 3.7			
	GF Support (.10 FTE Dir; .10 FTE Bus. Mgr; .17 FTE Nurs Supr)		\$27,204		
	Other funds support (MAC, Beg Bal, CMS MU incentive, etc.)				
7143	CAH - Child and Adolescent Health, Maternal Child Health 3 programs/services - 2 mandated: Immunizations, Home visits, Nursing Services				
	State	8,796	8,796		
	Federal	43,283	43,283		
	All Other	45,259		45,259	
	Total Revenue	97,338			
	Total Expenditures	148,833			
		(51,495)			(51,495)
		FTE 2.3			
	GF Support (.06 FTE Dir, .01 FTE Bus. Mgr.)		\$6,451		
	Other funds support (MAC, Beg Bal, CMS MU incentive, etc.)				

program restricted

Total GF Support	total restricted to specific program/service	total not restricted to specific program/service
------------------	--	--

North Central Public Health District

2014-2015 Quarter 2

Snapshot of Public Health Activities

Environmental Health

Septic

6 Site Evaluations, 6 New Construction Permits, 13 Repair Permits

Water Systems

20 Contact Reports, 10 Sanitary Surveys

Food

66 Routine Restaurant/Mobile Unit Inspections, 9 Re-inspections

Schools

12 Inspections, 2 Reinspections

Other

17 Animal Bite Report Investigations, 4 Pool Inspections, 11 Recreational Park Inspections, 5 Spa Inspections, 1 Spa Re-inspection, 2 Bed & Breakfast Inspections, 2 Organizational Camp Inspections

School Nursing

131.5 Hours of Public Health Nursing time working on issues of school health with South Wasco County, Dufur, Sherman County, OCDC, EI/ECSE, and the Wahtonka Community School.

Maternal Child Health Services

Oregon Mother's Care

34 pregnant women connected to Oregon Health Plan, prenatal care and other services—91% seen at NCPHD in their 1st trimester & 82% got prenatal care in 1st trimester (state average is 40% getting in to care 1st trimester)

Babies First!, CaCoon, and Maternity Case Management

130 Home Visits completed

WIC (Women, Infants and Children Supplemental Nutrition Program)

Provided services to 1554 clients in Wasco County, 32 clients in Gilliam County and 23 clients in Sherman County . Total clients served: 1609

Immunizations

183 Immunization visits were provided to 175 Clients

Reproductive Health/Family Planning

Family Planning

304 Visits were provided to 241 clients

Sexually Transmitted Diseases

81 Visits were provided to 71 clients

Communicable Disease

129 Communicable Disease Reports were received, evaluated and managed

HIGHLIGHTS: 1 Rule out Tuberculosis: significant work done with serial lab work, etc.

1 Rule out Rubella (clinical diagnosis made)

4 RPR results (indicative of Syphilis) 2 of which required significant evaluation, case management and series of three treatments for each ensued.

An outbreak of influenza in a long term care facility: several tests collected and run, full epidemiological investigation completed.

3 Lyme disease reports, 2 of which were confirmed cases

1 Rule out Mumps (clinical diagnosis)

Community Engagement

One of the 10 Essential Functions of Public Health is to mobilize community partnerships. The following represent a snapshot of this function.

Tobacco Prevention and Education Program

Major work during the quarter has included continued partnership with Hood River County TPEP Coordinator regarding policy update at the CGCC campuses, beginning work with new NWCPRD Director on policy update for NWCPRD parks and facilities, continued work with City of The Dalles staff to consider a tobacco and smoke free policy for the Lewis & Clark Festival Park, and working with state staff to begin analysis on the tobacco retail assessment.

Public Health Emergency Preparedness

During the quarter, the coordinator of the PHEP program participated in the following activities:

8 Trainings (Either conducted or participated in), including 'fit testing' all NCPHD staff

9 PSA's created and distributed to community partners and the media-Spanish language versions also released

10 meetings with local and regional community partners

In addition, the PHEP Coordinator participated in the first Biennial Review for the PHEP Program in which zero corrective-actions were recommended; applied for and received a MRC Capacity Building Grant; was visited by the State SERV-OR Coordinator for hands-on training on the system; AND worked with partner agencies on Ebola across the NCPHD region; including 4 Community Response Partner Meetings, attended an Ebola

TTX (table top exercise) in Hood River, participated in 10 Ebola Webinars and a weekly State Ebola conference calls as well as action as liaison between NCPHD, MCMC, County Emergency Managers, and EMS

Program Administration

The Nursing Supervisor participated in the following community engagement activities:

- Breast Feeding Coalition monthly meetings
- Early Childhood Committee meeting
- Oregon Solutions Community Collaborative meetings around childhood obesity in Wasco County
- Regional Early Learning Committee meetings to inform the 4 Rivers Early Learning HUB
- Presentations given at Mid-Columbia Outpatient Clinics and Columbia River Women's Center
- Sanctuary Community monthly meetings
- Community Advisory County meeting Columbia Gorge Health Council
- Gorge Grown Foods-Veggie Rx grant meeting
- Safer Futures Leadership Team meeting monthly
- PHEP Regional Meeting
- Health & Safety Advisory committee meeting supporting OCDC and Mid-Columbia Children's Council
- Regional Home Visit Network Design Committee meetings
- OCCYSHN state planning meeting
- Regional transportation planning meeting

The Director attended the following community engagement activities with local, regional and statewide community partners:

- 4 Rivers Early Learning HUB Governance Board meetings
- Sherman County Local Community Advisory Council
- Gilliam County Local Community Advisory Council
- Community Partner Ebola Planning Meeting
- EMS Ebola Planning Meeting
- Regional PHEP/HPP meeting

- CGHC Systems Integration Team meetings
- EOCCO Transformation Grant Technical Assistance Call
- ELC-OHPB Joint Subcommittee (Early Learning Council-Oregon Health Policy Board)
- ELC Meetings
- Hood River County Ebola Table Top Exercise

And participated in the following presentations:

- Mid-Columbia Out Patient Clinics
- Oregon Public Health Advisory Board
- Wasco County Board of Commissioners

**Mid-Columbia Medical Center
And North Central Public Health District**

BUSINESS ASSOCIATE CONTRACT

This agreement is effective January 1, 2015, by and between North Central Public Health District (NCPHD) and Mid-Columbia Medical Center (“Contractor”).

WHEREAS, NCPHD is interested in having Contractor provide dietitian and nutritional services as set forth in this agreement; and Contractor is licensed to perform and is willing and able to provide such services.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, the parties agree as follows:

1. Services to be performed: The Contractor agrees to provide dietitian and nutritional services to all clients that NCPHD refers to Contractor. The services shall be provided in accordance with the highest standards of professional practice and will be billed at \$45.00 per hour (not to exceed \$4,100 annually). NCPHD shall have the right, but not the obligation to evaluate the quality of Contractor’s performance and adherence to the Standards of Care.

The registered dietitian services provided by the Contractor shall include, but not be limited to:

- A. Providing nutritional counseling services for NCPHD clients and their families. Collaboration with the multidisciplinary team for developing long-term and short-term treatment plans.
 - B. The documentation of nutritional services provided by Contractor in the client’s medical record.
 - C. Participation as a consultant to the multidisciplinary team.
 - D. Participation in performance and quality improvement as needed.
 - E. Providing staff in-services for nutrition-related topics and issues.
 - F. Providing other related services as may be deemed necessary by NCPHD management.
2. Contractor Licensure: Contractor shall maintain in good standing all licenses that are required to perform the nutritional and dietitian services contemplated by this agreement and shall provide NCPHD with documentation of that licensure. If

contractor ceases to have any of the required licenses, Contractor shall give notice of such fact to NCPHD who shall have the right to terminate this agreement immediately without penalty or liability.

3. Client Records: As needed to perform the services outlined in this agreement, Contractor shall have access to the clients' charts. The clients' medical records and individual client files shall remain property of NCPHD and shall be maintained according to the federal and state regulations. Contractor shall hold all confidential information about clients in strict confidence.
4. Payment: Contractor will provide services at a charge of \$45.00 per hour (not to exceed \$4,100 annually).
5. Nondiscrimination: Compliance with Applicable Law: Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract. Without limiting the generality of the foregoing Contractor expressly agrees to comply with: (i) Title VII of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425, and (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes; rules and regulations.
6. Contractor shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this agreement in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that NCPHD and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor that are pertinent to this agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans and writings shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.
7. Termination: Either party may terminate this agreement upon written 60 days notice to the other. This agreement may be amended or modified only by an instrument in writing signed by both parties.

Notice shall be given to:

For NCPHD:
WIC Coordinator
North Central Public Health
District
419 East Seventh Street
The Dalles, OR 97058

For Contractor:
Chief Operation Officer
Mid-Columbia Medical
Center
1700 East 19th Street
The Dalles, OR 97058

8. Governing Law; Venue: This agreement shall be governed by and construed in Accordance with the laws of the State of Oregon without giving effects to the conflicts of laws principles, thereof. Any claim, action, suit or proceeding between the NCPHD and the Contractor that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the State of Oregon.
9. Effective Date: This agreement shall be effective with respect to all services provided by Contractor on or after January 1, 2015.
10. This contract is for a period of five (5) years, and shall be reviewed annually. After five (5) years, this contract shall expire, and a new contract must be signed. The purpose of annual review is to adjust contract rate and make any needed adjustments that both parties deem acceptable and appropriate.
11. North Central Public Health District shall not hold MCMC responsible for any acts that are not under the direction or control of MCMC as it relates to dietitian services and this agreement and MCMC shall not hold North Central Public Health District responsible for any acts that are not under the directions or control of North Central Public Health District as it relates to dietitian services and this agreement.

CONFIDENTIALITY:

As a Business Associate of North Central Public Health District, MCMC agrees to not use or disclose any information concerning a North Central Public Health District client for a purpose not directly connected with the administration of its responsibilities under this contract, except on written consent of the North Central Public Health District client, his or her legally responsible parent or guardian, or if appropriate, his or her attorney.

1. Use and Disclosure of Protected Health Information: MCMC may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement as permitted herein, but shall not otherwise use or disclose any Protected Health Information. Protected Health Information includes information contained in a patient's medical records and billing records. MCMC shall ensure that it will not use or disclose Protected Health Information received from North Central Public Health District in any manner that would constitute a violation of the Health Insurance Privacy and Accountability Act Standards. MCMC acknowledges that, as between MCMC and North Central Public Health District, all Protected Health Information shall be and remain the sole property of the North Central Public Health District. MCMC further represents that, to the extent MCMC requests that North Central Public Health District disclose Protected Health Information to contractor, such as request is only for the minimum necessary Protected Health Information for the accomplishment of MCMC's contracted purpose.
2. Safeguards Against Misuse of Information: MCMC shall use all appropriate safeguards to prevent the use or disclosure of Protected Health Information.
3. Reporting of Disclosures of Protected Health Information: MCMC shall, as soon as practicable, but in no event later than within two (2) days of becoming aware of any use or disclosure of Protected Health Information in violation of the Agreement by MCMC, report any such disclosure to North Central Public Health District. In such event, MCMC shall, in consultation with North Central Public Health District, mitigate, to the extent practicable, any harmful effect that is known to MCMC of such improper use or disclosure.
4. Account of Disclosures: Within ten (10) days of notice by North Central Public Health District to the contractor that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies, including, but not limited to, the exceptions for a disclosure that is related to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of North Central Public Health District or its business associate) the Contractor shall make available to the North Central Public Health District such information as is in the Contractor's possession and is required for the North Central Public Health District to make the accounting required by 45 C.F.R. §164.528. At a minimum, the Contractor shall provided North Central Public Health District with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known,

the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within two (2) days forward such request to North Central Public Health District. The Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

ACCESS TO RECOREDS

During the term of this contract and for the period of five (5) years after the termination of this contract, MCMC shall make available to the Health Care Financing Administration, the Comptroller General of the United States and their duly authorized representatives, all documents and records necessary to certify the nature and extent of the costs of those services and records relating to the use and disclosure of Protected Health Information received from, or created and received by North Central Public Health District on behalf of North Central Public Health District.

1. Notice of Request for Data: The Contractor agrees to notify North Central Public Health District within five (5) business days of the Contractor's receipt of any request or subpoena for Protected Health Information. To the extent that North Central Public Health District decides to assume responsibility for challenging the validity of such request, the contractor shall cooperate fully with North Central Public Health District in such challenge.

TERMINATION

1. Termination Upon Breach of Provisions Applicable to Protected Health Information: Any other provision of the Agreement notwithstanding, the Agreement may be terminated by North Central Public Health District upon five (5) days written notice to the Contractor in the event that the Contractor breaches any provision contained in this contract and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of the contract is not feasible, in North Central Public Health District has the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.
2. Return or Destruction of Protected Health Information upon Termination: Upon termination of the Contract, the Contractor shall either return or destroy all Protected Health Information received from North Central Public Health District or

created or received by the Contractor on behalf of North Central Public Health District and which the Contractor still maintains in any form. The Contractor shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that North Central Public Health District agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive terminations of the Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

3. North Central Public Health District Right of Cure: At the expense of the Contractor, North Central Public Health District shall have the right to cure any breach of the Contractor's obligations under this Addendum. North Central Public Health District shall give the Contractor notice of its election to cure any such breach and the Contractor shall cooperate fully in the efforts by North Central Public Health District to cure the Contractor's breach. All requests for payment for such services of North Central Public Health District shall be paid within thirty (30) days.

AMENDMENT

North Central Public Health District and MCMC agree to amend this Addendum to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated by the Secretary or other regulations or statues. MCMC agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written below.

North Central Public Health District



Teri Thalhofer RN BSN
Director

Date: 12/24/2014

Mid-Columbia Medical Center



Don Arbon
Chief Financial Officer

Date: 2-3-2015

**National Association of County and City Health Officials
Agreement**

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583



CONTRACT # MRC 15 - 2464

This Agreement is entered into, effective as of the date of the later signature indicated below (the 'Effective Date'), by and between the **National Association of County and City Health Officials** ('NACCHO'), with its principal place of business at 1100 17th St., N.W., 7th Floor, Washington, DC 20036, and **North Central Public Health District** ('Organization'), with its principal place of business at **419 East 7th Street, The Dalles, Oregon 97058**

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant # 5 MRCSG101005-04-00, CFDA # 93.008) (the 'Grant') to build the capacity of local Medical Reserve Corps ('MRC') units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to the Office of the Assistance Secretary for Preparedness and Response's Division of the Civilian Volunteer Medical Reserve Corps ('ASPR/DCVMRC');

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the ASPR/DCVMRC;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the ASPR/DCVMRC.

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. **ORGANIZATION'S OBLIGATIONS:** In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

1. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
2. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
3. Provides the ASPR/DCVMRC with regular updates of programs and plans;
4. Actively works towards National Incident Management System ("NIMS") compliance;
5. Agrees to participate in MRC Unit Technical Assistance assessments;
6. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
7. Maintains Registered status with the ASPR/DCVMRC; and
8. Agrees to complete program/event/activity evaluations provided by NACCHO

2. TERM OF AGREEMENT: The term of the Agreement shall be begin on **January 8, 2015** and shall continue until **July 31, 2015** (the "Term").

3. PAYMENT FOR SERVICES: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Three thousand Five Hundred Dollars (\$3500.00). Payment will be made before the expiration of the Term of the Agreement.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.

6. INTERFERING CONDITIONS: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.

7. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization and NACCHO in relation to the actual costs

incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

9. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.

10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).

11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.

12. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to OMB Circular A-110, Organization certifies to the best of its knowledge that its is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

13. AUDITING: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.

14. NOTICE: All notices under this Agreement shall be in writing and shall be sent via facsimile and first class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

FOR NACCHO:

National Association of County and City Health Officials
Attn: Naccho MRC Team
1100 17th Street, N.W., 7th Floor
Washington, D.C. 20036
Tel. (202) 873-5550

Fax (202) 783-1583
Email: mrc@naccho.org

FOR CONTRACTOR:

TO ORGANIZATION:

North Central Public Health District
Teri Thalhofer
Director
419 East 7th Street
The Dalles, Oregon 97058
Tel. 5415062614

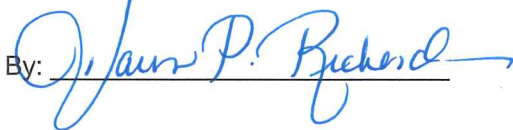
15. AUTHORITY TO BIND PARTY: Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

NACCHO:

ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: 

By: 

Name: Dawn P. Richardson,
JD, MA

Name: Teri Thalhofer

Organization: National Association
of County and City
Health Officials

Organization: North Central Public
Health District

Address: 1100 17th Street, NW
Washington, DC
20036

Address: 419 East 7th Street
The Dalles, Oregon
97058

Phone: 202-507-4264

Phone: 5415062614

Fax: 202-783-1583

Fax: 5415062601

EIN: 52-1426663

EIN: 936002315

Date:

2/3/2015

Date:

1-13-2015



CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **North Central Public Health District** has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 'Debarment and Suspension.'

Signature of Authorized Certifying Official 	Title 
Organization North Central public Health District	Date Signed 1/13/2015

AGREEMENT for PROFESSIONAL SERVICES BUSINESS ASSOCIATE CONTRACT

Parties: This Agreement is made and entered into by and between the North Gilliam County Health District (NGCHD) *Agency* and North Central Public Health District (NCPHD) *Contractor*.

Contractor is willing to provide services to Agency and therefore is retained to provide services in accordance with the following terms and conditions.

SECTION 1. DESCRIPTION OF SERVICES.
Contractor will provide immunizations services.

SECTION 2. PERFORMANCE OF SERVICES.

Specific services will include the following:

- a.) Immunizations for children
- b.) Two scheduled immunization clinics at the Arlington Medical Center (see Exhibit A)

SECTION 3. PERIOD OF AGREEMENT AND TERMINATION. The period of this Agreement shall be from July 1, 2014 and shall expire, unless terminated or extended on June 30, 2015 Either party may terminate this agreement upon thirty day written notice to the other.

SECTION 4. COMPENSATION. Contractor will be paid for services described above not to exceed \$896.34. Additional work requested from the Contractor will require an amendment to this contract.

SECTION 5. PAYMENT. Invoices may be submitted when desired by the Contractor, but no more frequently than monthly. Payment is due upon receipt of invoice. If Agency objects to any billings submitted by Contractor, Agency shall so advise Contractor in writing giving reasons therefore within fourteen days of receipt of such bill.

SECTION 6. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to the Agency, and not an employee or agent of the Agency, and will be so deemed for purposes of the following:

- a) Contractor shall comply with the applicable provisions of ORS Chapters 316 (Personal Income Tax), 656 (Workers' Compensation), 657 (Unemployment Insurance) and 670.600 (Independent contractor; standards).
- b) Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- c) Agency will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.
- d) Contractor agrees to satisfy all federal and state contract requirements concerning the provision of liability insurance coverage. Contractor agrees to

hold the NGCHD harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Contractor.

- e) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required.
- f) Contractor furnishes the tools or equipment necessary for performance of services including, but not limited to office space, office supplies, computer or vehicle.

SECTION 7. ASSIGNMENT. Contractor's obligations under this Agreement may not be assigned or transferred to any other individual or group without the prior written consent of Agency

SECTION 8. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Contractor: North Central Public Health District
419 East 7th St. The Dalles Oregon 97058

Agency: North Gilliam County Health District
110 Shane Bldg. East P.O. Box 176 Arlington Oregon 97812

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

SECTION 9. AMENDMENT. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SECTION 10. SEVERABILITY. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION 11. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION 12. APPLICABLE LAW. The laws of the State of Oregon shall govern this Agreement. It is mutually agreed that both parties comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this agreement. They further agree to comply with Title VI of the Civil Rights Acts of 1964, and with Section V of the Rehabilitation Act of 1973.

CONFIDENTIALITY:

As a Business Associate of Agency, Contractor agrees to not use or disclose any information concerning an Agency client for a purpose not directly connected with the administration of its responsibilities under this contract, except on written consent of the Agency client, his or her legally responsible parent or guardian, or if appropriate, his or her attorney.

Use and Disclosure of Protected Health Information. Contractor may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement, as permitted herein, but shall not otherwise use or disclose any Protected Health Information. Protected Health Information includes information contained in a patient's medical records and billing records. Contractor shall ensure that it will not use or disclose Protected Health Information received from Agency in any manner that would constitute a violation of the Health Insurance Privacy and Accountability Act Standards. Contractor acknowledges that, as between Contractor and Agency all Protected Health Information shall be and remain the sole property of the Agency. Contractor further represents that, to the extent Contractor requests that Agency disclose Protected Health Information to contractor, such a request is only for the minimum necessary Protected Health Information for the accomplishment of Contractor's contracted purpose.

Safeguards Against Misuse of Information. Contractor shall use all appropriate safeguards to prevent the use or disclosure of Protected Health Information.

Reporting of Disclosures of Protected Health Information. Contractor shall, as soon as practicable, but in no event later than within two (2) days of becoming aware of any use or disclosure of Protected Health Information in violation of the Agreement by Contractor, report any such disclosure to Agency. In such event, Contractor shall, in consultation with Agency, mitigate, to the extent practicable, any harmful effect that is known to Contractor of such improper use or disclosure.

Accounting of Disclosures. Within ten (10) days of notice by Agency to the contractor that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies, including, but not limited to, the exceptions for a disclosure that is related to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of a Agency or its business associate) the Contractor shall make available to the Agency such information as is in the Contractor's possession and is required for the Agency to make the accounting required by 45 C.F.R. §164.528. At a minimum, the Contractor shall provide Agency with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within two (2) days forward such request to Agency. The Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

ACCESS TO RECORDS

During the term of this contract and for the period of five (5) years after the termination of this contract, Contractor shall make available to the Health Care Financing Administration, the Comptroller General of the United States and their duly authorized representatives, all documents and records necessary to certify the nature and extent of the costs of those services and records relating to the use and disclosure of Protected Health Information received from, or created and received by Contractor on behalf of Agency.

Notice of Request for Data. The Contractor agrees to notify Agency within five (5) business days of the Contractor's receipt of any request or subpoena for Protected Health Information. To the extent that Agency decides to assume responsibility for challenging the validity of such request, the Contractor shall cooperate fully with Agency in such challenge.

TERMINATION

Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of the Agreement notwithstanding, the Agreement may be terminated by Agency upon five (5) days written notice to the Contractor in the event that the Contractor breaches any provision contained in this contract and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of the contract is not feasible, in Agency's sole discretion, the Contractor acknowledges and agrees that Agency has the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.


Return or Destruction of Protected Health Information upon Termination. Upon termination of the Contract, the Contractor shall either return or destroy all Protected Health Information received from Agency or created or received by the Contractor on behalf of Agency and which the Contractor still maintains in any form. The Contractor shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that Agency agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive termination of the Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

Agency Right of Cure. At the expense of the Contractor, Agency shall have the right to cure any breach of the Contractor's obligations under this Addendum. Agency shall give the Contractor notice of its election to cure any such breach and the Contractor shall cooperate fully in the efforts by Agency to cure the Contractor's breach. All requests for payment for such services of Agency shall be paid within thirty (30) days.

IN WITNESS WHEREOF, the parties have made and executed this Agreement by signing below:


CONTRACTOR
North Central Public Health District
419 E. Seventh St.
The Dalles Oregon 97058

AGENCY
North Gilliam County Health District
110 Shane Bldg. East.
Arlington Oregon 97812



Teri Thalhoffer
Director

1/16/2015
Date



Signature
Administrator

2-2-15
Date

APPROVED AS TO FORM:
(confirmed by email)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

Agreement #142025

**TWELFTH AMENDMENT TO OREGON HEALTH AUTHORITY
2013-2015 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

This Twelfth Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2013 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Gilliam, Wasco, and Sherman Counties, acting by and through the North Central Public Health District ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Gilliam, Wasco, and Sherman Counties.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 1 of Exhibit C entitled "Financial Assistance Award", "Financial Assistance Award for the period July 1, 2014 to June 30, 2015" only of the Agreement is hereby superseded and replaced in its entirety by Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. The current total award amount as of this Amendment is: **\$1,258,656.00**.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

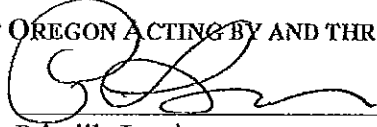
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
7. This Amendment becomes effective on the date of the last signature below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

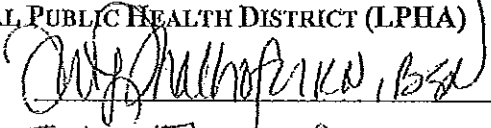
APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: 
Name: Priscilla Lewis
Title: Deputy Public Health Director

Date: 2/13/15

GILLIAM, WASCO, AND SHERMAN COUNTIES ACTING BY AND THROUGH THE NORTH CENTRAL PUBLIC HEALTH DISTRICT (LPHA)

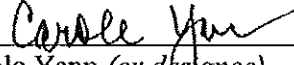
By: 
Name: Teri L. Thalhofer, RN, BSN
Title: Director

Date: 2/3/2015

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

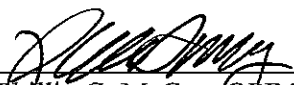
Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 24, 2014. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: 
Name: Carole Yann (or designee)
Title: Program Support Manager

Date: 2/13/15

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: 
Name: Phillip G. McCoy, OPBC, OCAC
Title: Contract Specialist

Date: 02/19/15

**Attachment 1 to Amendment #12 to Agreement #142025
Financial Assistance Award for the period July 1, 2014 to June 30, 2015**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 2	
1) Grantee Name North Central Public Health District		2) Issue Date January 16, 2015	This Action AMENDMENT FY2015
Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676		3) Award Period From July 1, 2014 Through June 30, 2015	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	32,415	0	32,415 (d)
PE 03 TB Case Management	1,144	(128)	1,016 (k)
PE 12 Public Health Emergency Preparedness	151,499	0	151,499
PE 13 Tobacco Prevention & Education	93,666	0	93,666
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	165,458	0	165,458 (a,b,h)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	48,135	0	48,135 (e,f)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	8,786	0	8,786 (g,i)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	8,922	0	8,922 (g,j)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	20,808	0	20,808 (g,j)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	4,682	0	4,682 (g,i)
PE 42 Babies First FAMILY HEALTH SERVICES	14,947	0	14,947
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	8,138	0	8,138 (j)
5) FOOTNOTES:			
a) July -September grant is \$44,392 ; and includes \$8,878 of minimum Nutrition Education; and \$2,042 for Breastfeeding Promotion.			
b) October-June grant is \$121,067 ; and includes \$24,213 of minimum Nutrition Education amount and \$6,127 for Breastfeeding Promotion.			
c) \$32,415 grant award includes populations of Gilliam, Sherman and Wasco counties.			
d) Includes populations of Gilliam, Sherman and Wasco counties.			
e) \$39,365 is Title X funds for FY2015; \$8,770 is Title V funds for FY2015.			
f) North Central Public Health District includes Wasco, Sherman, and Gilliam counties.			
g) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, Federal funds may not be used as match for other Federal funds (such as Medicaid).			
h) \$4,036 represents year-end one-time funding to local agencies.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon
Oregon Health Authority
Public Health Division

1) Grantee Name: North Central Public Health District Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676	2) Issue Date January 16, 2015	This Action AMENDMENT FY2015
		3) Award Period From July 1, 2014 Through June 30, 2015

4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES	17,941	0	17,941
PE 50 Safe Drinking Water Program	42,183	0	42,183
TOTAL	618,724	(128)	618,596

5) FOOTNOTES:

i) Effective July 2014, payments to LPHA's are state/medicaid 50% split (cfda #93.778 for July through June 2015

j) Effective July 2014, payments to LPHA's are state/medicaid 50% split (cfda #93.778 for July through Dec 2014. Payments for January 2015 through June 2015 are from cfda 93.994

k) Award reduction due to reduced availability of funds in calendar year 2015.

6) Capital Outlay Requested in This Action:
 Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

NCPHD Directors Report for March 10, 2015

Ebola Planning: NCPHD facilitated training for local law enforcement and emergency managers across the three counties regarding public health isolation and quarantine laws. This meeting was attended by all three emergency managers, Wasco County Sheriff's office, Oregon State Police and City of The Dalles Police. Written materials were sent to Gilliam and Sherman County Sheriffs who were unable to attend.

EARLY LEARNING: The 4 Rivers Early Learning HUB Governance Board continues to work toward contract with the Early Learning Division. We are active participants in this planning process. We also are working in Wasco County around planning for the Annual Children's Fair.

Healthy Communities: Oregon Solutions work to support a community Declaration of Cooperation around childhood obesity continues. Staff from ODOT attended a meeting convened by NCPHD to inform community partners about street and road funding opportunities through Safe Routes to Schools.

Oregon Legislative Session: The Coalition of Local Health Officials staff and Oregon Health Authority staff are tracking several bills and concepts that have public health impact. Highest priority is given to e-cigarettes, tobacco funding and the modernization of public health. I met with John Huffman prior to session to discuss issues regarding early learning and public health in the region. Shellie Campbell and I attended the Chamber of Commerce Government Affairs breakfast where Shellie presented on challenges with tobacco products and children and e-cigarettes.

OTHER WORK: I have been working with the case management staff at MODA health and the Sherman County adult multi-disciplinary team to coordinate service delivery to clients in Sherman and Gilliam Counties participating in EOCCO; work continues on the integration of Targeted Case Management into the CCO global budgets; John Zalaznik and I met with Judge Shaffer and Gilliam County Planning staff to discuss the transfer of the "onsite program" in Gilliam County from DEQ to NCPHD. I have answered many question from staff and public members regarding the potential separation of Wasco County from NCPHD including meeting with Kathy Schwartz.

Submitted: March 6, 2015