

COPY

June 7, 2018

Clackamas County,
Board of County Commissioners

Members of the Board:

Approval of the Grant Agreement with Public Health Accreditation Board (PHAB) for the Public Health National Center for Innovations (PHNCI) Innovation Diffusion program

Purpose/Outcomes	Clackamas County Public Health Division (CCPHD) will develop a web-based tool to assist with community engagement related to the Blueprint for a Healthy Clackamas County. The software that will be used is the Universal Community Planning Tool (UCPT) and will be provided by Public Health National Center for Innovations.
Dollar Amount and Fiscal Impact	Grant award \$15,000. No County General Funds are involved. No matching funds required.
Funding Source	Public Health National Center for Innovations (PHNCI)
Duration	June 25 – October 31, 2018
Strategic Plan Alignment	1. Improved community safety and health 2. Build a strong infrastructure
Previous Board Action	None
Contact Person	Dawn Emerick, Public Health Division Director 503.505.0214
Contract No.	8737

Background:

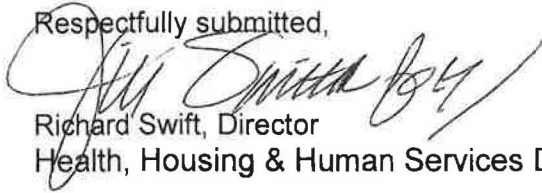
The Public Health Division of the Health, Housing & Human Services Department, requests the approval of the Grant Agreement with Public Health Accreditation Board (PHAB) for the Public Health National Center for Innovations (PHNCI) Innovation Diffusion program. CCPHD submitted a phase 1 application to gain approval to apply for the final phase on April 12, 2018. On April 27, 2018, PHNCI invited the Public Health Division to apply for the final phase in the application process. This project will facilitate collaboration between the Public Health Division, other H3S Divisions, PGA, and TS to develop a web-based tool to assist with community engagement related to the Blueprint for a Healthy Clackamas County. The software that will be used is the Universal Community Planning Tool (UCPT) and will be provided by Public Health National Center for Innovations.

This grant agreement funding is for \$15,000. This Agreement is effective June 25, 2018 and will terminate on October 21, 2018. This Agreement has been reviewed by County Counsel on May 24, 2018.

Recommendation:

Staff recommends the Board approve CCPHD's request to apply for PHNCI - Innovation Diffusion Grant opportunity and further recommend that Richard Swift, H3S Director be authorized to sign on behalf of Clackamas County

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over the typed name.

Richard Swift, Director
Health, Housing & Human Services Department



REGRANTING AGREEMENT

This Regranting agreement (this "Agreement") is entered into by and between the **Public Health Accreditation Board** ("PHAB"), a Washington, DC not-for-profit corporation, and **Clackamas County Public Health** (the "Grantee"), a government agency, each individually a "Party" and collectively the "Parties":

Clackamas County Public Health	93-6002286
Grantee Name	(Federal Tax ID No.)
2051 Kaen Road, Suite 367	
(Address)	
Oregon City, OR 97045	503-742-5300
(City, State and Zip)	(Phone)

WHEREAS, PHAB is a 501(c)(3) tax-exempt not-for-profit corporation inspired by the principles to Advance Public Health Performance through Accreditation and Innovation. PHAB's purposes are to establish and conduct programs that will foster sustainable and repeatable innovation to improve Public Health delivery and infrastructure. This Agreement is entered to further these tax-exempt purposes of Advancing Public Health Performance.

WHEREAS the Grantee seeks to enter this Agreement with PHAB whereby, as set forth herein, PHAB will receive contributions for the Grantee and provide related support to the Grantee.

WHEREAS, PHAB has determined that the Grantee's Program is consistent with PHAB's purposes and that acting as a fiscal sponsor to the Grantee will further PHAB's goals.

NOW THEREFORE, the Parties agree to the following terms and conditions:

1. **PURPOSE OF AGREEMENT.** To provide Grantee funding to achieve the stated goals per the approved proposal as outlined in "Attachment I – Grantee's Proposal" and "Attachment II – Statement of Work."
2. **TERM OF AGREEMENT.** The term of the Agreement shall be from 06-25-2018 to 10-31-2018. Expiration of this term or termination of this agreement shall not extinguish any rights or obligations of the parties which have accrued prior thereto. After closing date, this agreement can be extended and/or supplemented at PHAB's discretion.
3. **AMOUNT OF GRANT AWARD.** PHAB agrees to pay Grantee \$15,000 for the Grantee's Program as defined by the Grantee's Proposal, Attachment I. Funds will be dispersed in two payments. The first, upon grant agreement execution, in the amount of \$5,000. The second and final payment, in the amount of \$10,000, will be issued upon submission and approval of all final deliverables, at the end of the project period.
4. **LEGAL STATUS.** The Grantee shall provide PHAB with its governing documents showing that it is an official public health agency, or if a private entity, a completed and filed IRS Form 1023, showing Grantee's separate existence as a 501(c)(3) tax-exempt organization.

5. FISCAL SPONSORSHIP. PHAB shall receive grants on behalf of the Grantee to be used for the Program (“Program Funds”). PHAB will maintain separate accounting for the Grantee’s Program Funds and shall make such funds available for Program purposes on the terms set forth herein.
6. PERMITTED USE OF PROGRAM FUNDS. Grantee recognizes and acknowledges that the funds issued under this Agreement are pursuant to a grant received by PHAB from the Robert Wood Johnson Foundation, as such this Agreement incorporates by reference the Letter of Agreement with the Robert Wood Johnson Foundation, and the terms and conditions contained therein, signed by PHAB on December 7, 2016. The Grantee shall use the Program Funds from PHAB solely for the purposes and activities of the Program, as approved by PHAB and set forth in “Attachment I – Grantee’s Proposal” and “Attachment II – Statement of Work.”. Any changes in the purposes or activities of the Program as agreed to between the Parties must be aligned with the mission of PHAB and notification of such changes must be submitted to PHAB (in writing or by email) before implementation.

Program Funds will be used for project expenses, including staff salaries, consultant fees, data collection and analysis, meetings, supplies, project-related travel, and other direct project expenses.

Grantee agrees that any polls or surveys funded as part of this Agreement, if any, shall comply fully with the Robert Wood Johnson Foundation Guidelines for Funding and Releasing Polls and surveys, available at <http://www.rwjf.org/en/library/research/2012/07/robert-wood-johnson-foundation-survey-guidelines.html>.

If any portion of disbursed funds are not used for the purposes agreed to with PHAB or are used for any of the Prohibited Activities set forth in Section 14 of this Agreement, the Grantee shall reimburse that amount (the “Reimbursable Amount”) to PHAB in accordance with the provisions of that Section; provided, however, that PHAB, in its sole discretion, may agree instead to deduct the Reimbursable Amount from its next disbursement of funds to the Grantee, if any such disbursement is anticipated.

7. OWNERSHIP OF FUNDS. The Grantee understands that, in compliance with Internal Revenue Service (“IRS”) regulations, PHAB retains full legal ownership of and control over Program Funds contributed on behalf of the Grantee’s programs until such funds are released to the Grantee in accordance with this Agreement. PHAB retains the right, if the Grantee materially breaches this Agreement or if the Grantee’s conduct jeopardizes PHAB’s legal or tax status as a nonprofit, tax-exempt corporation, to withhold, withdraw, or demand immediate return of Program Funds and to spend such Program Funds so as to accomplish the purposes of the Program as nearly as possible within PHAB’s sole judgment, subject to the terms of applicable grant agreements and charitable trust law.

The Grantee is not an agent of PHAB and is not authorized to make any binding commitments, either express or implied, to funding sources on behalf of PHAB.

8. ACKNOWLEDGMENT AND REPORTING. PHAB shall: maintain an accounting of Program Funds provided to Grantee; furnish evidence of its tax-exempt status to funders upon request; acknowledge receipt of Program Funds as required by law; and complete and submit any financial reports required or requested by funders detailing Program activities about PHAB’s activities or status as the Grantee’s fiscal sponsor.

To enable PHAB to meet these obligations, Grantee shall maintain complete and accurate records (including any relevant receipts) of all income received and expenses incurred, as well as all other documents related to any Program Funds for which PHAB is the fiscal sponsor, and shall submit

these records to PHAB, upon request, for examination and review. Grantee shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under this Agreement and shall retain substantiating documents, such as bills, invoices, cancelled checks, and receipts in its files for at least four (4) years after expiration of this Agreement.

9. MANAGEMENT OF PROGRAM FUNDS BY AGENT. PHAB shall promptly administer all Program Funds received by and for the Grantee. PHAB will hold Program Funds received on the Grantee's behalf as a fund solely for the Grantee's purposes, segregated from all other funds held by PHAB on PHAB's books. PHAB shall conduct an annual audit of all PHAB accounts, at no additional cost to the Grantee.
10. DISBURSEMENT OF PROGRAM FUNDS. The Grantee shall receive 50% of the grant award issued upon execution of this Agreement, 40% upon receipt and acceptance of grant year end, and 10% after the final financial and Program reports have been provided by Grantee. PHAB shall disburse these amounts within fourteen (14) days of each period described above.
11. REPORTING. Grantee shall furnish financial reports at the end of each 6-month budget period, or upon any expiration or termination (pursuant to Section 22) of this Agreement, or repayment obligations under this Agreement. These financial reports shall show actual expenditures reported as of the date of the report against the approved line item budget using the template provided by PHAB. Grantee shall furnish narrative reports at the end of each 6-month period and the final narrative report to PHAB, which shall include a report on the progress that Grantee made toward achieving the Program's purposes and any problems or obstacles encountered in the effort to achieve the Program's purposes. All financial reports shall be furnished to PHAB within thirty (30) days after the close of the period for which the reports were made. Grantee shall retain all financial reports for at least four (4) years after expiration of this Agreement.
12. AGENT REPORTING OBLIGATIONS. PHAB shall report to the IRS all disbursements to the Grantee as the law may require. PHAB shall be responsible for its own tax reporting, tax compliance, or tax liabilities arising out of or in connection with any payments made by PHAB to the Grantee or to third parties on the Grantee's behalf under this Agreement. The Grantee, as a separate legal entity, shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
13. EMPLOYEES. The Grantee shall maintain relevant employee personnel information, W-4 and I-9 forms for all employees of the Grantee who are hired to work on projects included in PHAB's fiscal sponsorship of the Grantee. Further, the Grantee will be solely responsible for all expenses associated with employees including payroll costs, workers' compensation, and unemployment fees. PHAB reserves the right to inspect the required documentation.
14. PROHIBITED ACTIVITIES. The Grantee shall not use any portion of Program Funds to participate or intervene in any political campaign or ballot measure on behalf of or in opposition to any candidate for public office, not induce or encourage violations of law or public policy, nor cause any private inurement or improper private benefit to occur, nor take any other action inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3).

The Grantee shall not use any portion of Program Funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of IRC Section 4945(d)(1) or to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of IRC Section 4945(d)(2).

The Grantee shall not use any portion of Program Funds to provide a grant to an individual for travel, study, or similar purpose within the meaning of IRC Section 4945(d)(3) without prior

written approval of PHAB. Payment of salaries, other compensation, or expense reimbursement to Grantee's employees within the scope of their employment do not constitute grants for these purposes and are not subject to these restrictions.

The Grantee shall not use any portion of Program Funds to subsidize individuals for the costs of their health care or to support clinical trials of unapproved drugs.

The Grantee shall not use any portion of Program Funds for purposes other than religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals within the meaning of IRC Section 170(c)(2)(B). If any Program Funds are used for purposes other than those described in IRC Section 170(c)(2)(B), Grantee shall repay to PHAB that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under IRC Section 4945.

The Grantee shall promptly repay any portion of the Program Funds that, for any reason, is not used exclusively for the purposes of the Program or is used for any of the Prohibited Activities contained in this Section 14. The Grantee shall repay such portion by the expiration of the Program period or within any approved extension within twenty (20) days. If PHAB terminates this Agreement in accordance with Section 22 hereof, Grantee shall repay within twenty (20) days all Program Funds unexpended as of the effective date of termination and all Program Funds expended for purposes or items allocable to the period of time after the effective date of termination.

15. RESEARCH INVOLVING HUMAN SUBJECTS. If Program Funds are to be used in whole or in part for research involving human subjects, Grantee hereby certifies that it will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board ("IRB") approval and obtaining informed consent of participating research subjects.
16. PRIVACY AND SECURITY OF HEALTH INFORMATION. Grantee represents and warrants that any individually identifiable health information used or disclosed in connection with the Program will be used and disclosed in compliance with applicable federal and state statutes and regulations regarding the privacy and security of such information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 ("HIPAA"). Any health information reported to PHAB will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization or will be otherwise permissible under law.
17. GRANTEE DOCUMENTATION; Changes to Key Representatives. The Grantee shall provide PHAB with its governing documents, and/or such other documentation as reasonably requested by PHAB concerning the Grantee's legal or tax status. The Grantee shall notify PHAB promptly:
 - (a) of any change in the Grantee's legal or tax status;
 - (b) if the Grantee undergoes a merger, division or other corporate reorganization;
 - (c) if the Grantee becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors;
 - (d) if the Grantee becomes subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency;
 - (e) if the Grantee receives notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any related to the Grant; or
 - (f) the Grantee's executive staff or key staff responsible for achieving the purposes of this Agreement.

18. INSURANCE. The Grantee shall provide written proof of liability insurance to PHAB, upon request. Proof of self-insurance is sufficient to meet the obligations of this paragraph.
19. RELATIONSHIP OF PARTIES. This Agreement does not create any agency, partnership, or joint venture between the Grantee and PHAB. The Grantee is not authorized to make any binding commitments, express or implied, on behalf of PHAB.
20. PUBLICITY. Prior to finalizing the text of communications or outreach material that refers to the other Party, the Program, or PHAB's funders, each Party shall seek the approval of the other Party as to the form and manner of the proposed reference. Each Party shall respond to any request for approval as soon as is practical, and, in any event, no later than one week from the date the request for approval is received. Notwithstanding the foregoing, the Grantee grants PHAB a limited license to use its name and logo for the purposes of denoting PHAB's fiscal sponsorship of the Grantee. Any written description of the Grantee or the Program by PHAB (beyond use of solely the name and logo of the Grantee) shall clearly indicate that the Grantee is an independent not-for-profit legal entity. The Grantee shall provide to PHAB copies of all papers, manuscripts, and other materials that Grantee produces that are related to the Program.

In all public statements concerning this Agreement or the Program hereunder, Grantee shall refer to the funder by its full name: Robert Wood Johnson Foundation; and the grantor, Public Health Accreditation Board.

21. INDEMNIFICATION. The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law subject to the to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, to defend, indemnify, and hold harmless PHAB, its officers, directors, employees, representatives, agents, and Grantees from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or its agents, but not limited to, any accident or injury to persons or property, in soliciting, accepting, expending, or applying Program Funds or in carrying out its operations or the Program.
22. TERMINATION. It is expressly agreed that any use by Grantee of Program Funds for any purposes other than those specified in IRC Section 170(c)(2)(B) will terminate PHAB's obligation to make further payments under this Agreement. At its sole option, PHAB may terminate the grant at any time if (i) Grantee ceases to be exempt from federal income taxation as an organization described in IRC Section 501(c)(3); (ii) Grantee's status as a public health agency is materially altered; or (iii) in PHAB's sole judgment, Grantee becomes unable to carry out the purposes of this Agreement, ceases to be an appropriate means of accomplishing the purposes of this Agreement, or fails to comply with any of the conditions hereof.

If this Agreement is terminated prior to the scheduled completion date, upon PHAB's request, Grantee shall provide PHAB a full accounting of the receipt and disbursement of funds and expenditures incurred under the Agreement as of the effective date of termination.

23. REVISIONS AND AMENDMENTS. Any revisions or amendments to this Agreement must be made in writing and signed by both Parties.
24. ASSIGNMENT. Without prior written consent of PHAB, Grantee may not assign this Agreement nor delegate any duties herein.
25. INTERFERING CONDITIONS. Grantee shall promptly and fully notify PHAB of any condition which interferes with, or threatens to interfere with, the successful carrying out of Grantee's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Grantee of said duties and responsibilities under this Agreement.

26. RESOLUTION OF DISPUTES. Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in Virginia before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties. If a dispute should arise about an arbitration award, judgment may be entered therein in any court of competent jurisdiction.
27. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and the invalid provision shall be replaced by an enforceable provision most nearly approximating the intent of the parties.
28. INTELLECTUAL PROPERTY REPRESENTATION. Grantee represents and warrants that the material produced by it under this Agreement does not infringe upon any copyright or any other right of any other person, and has not previously been published.
29. SUBJECT IDEAS, INVENTIONS AND MATERIALS.
- a. Definition. The term "Subject Ideas, Inventions and Materials" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, reports, summaries, articles, pictures, art and any other tangible work product produced by Grantee, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, are conceived, developed, or created which: (1) relate to PHAB's operations; (2) relate to the PHAB's actual or demonstrably anticipated research or development; (3) result from any work performed by Grantee for PHAB; (4) involve the use of the PHAB's equipment, supplies, facilities, or trade secrets; (5) result from or are suggested by any work done by PHAB or at PHAB's request, or any projects specifically assigned to Grantee; or (6) result from Grantee's access to any of PHAB's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment, or other materials, regardless of whether such materials are in electronic, machine code, hard copy, or any other format.
 - b. Company Ownership. All right, title, and interest in and to all Subject Ideas, Inventions and Materials, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by PHAB, and where applicable, all Subject Ideas, Inventions and Materials shall be considered works made for hire as defined in 17 U.S.C. § 101. Grantee shall mark all Subject Ideas, Inventions and Materials with PHAB's copyright or other proprietary notice as directed by PHAB and shall take all actions deemed necessary by the Grantee to protect PHAB's rights therein. In the event that the Subject Ideas, Inventions and Materials shall be deemed not to constitute works made for hire, or in the event that Grantee should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas, Inventions and Materials, Grantee hereby relinquishes all right, title, and interest to any Subject Ideas and Inventions in favor of PHAB and shall execute such documents reasonably necessary to effectuate the assignment of Grantee's entire right, title, and interest in and to each and every such Subject Ideas, Inventions and Materials to PHAB, without further consideration.
 - c. Determination of Subject Ideas, Inventions and Materials. Grantee further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, trade secret, technology, computer hardware or software, original work of

authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing (“Intellectual Property”), that Grantee does not believe to be a Subject Idea, Invention or Material, but that is conceived, developed, or reduced to practice by PHAB (alone by Grantee or with others) during [his/her] employment and for one (1) year following the termination thereof, shall be disclosed promptly by Grantee to PHAB (such disclosure to be received in confidence). PHAB shall examine such information to determine if in fact the Intellectual Property is a Subject Idea, Invention or Material subject to this Agreement.

- d. Assistance. Grantee further agrees to assist PHAB in every proper way (but at PHAB’s expense) to obtain and from time to time enforce patents, copyrights, or other rights or registrations on said Subject Ideas, Inventions and Materials in any and all countries, and to that end will execute all documents necessary;
- i. to apply for, obtain and vest in the name of PHAB alone (unless PHAB otherwise directs) letters patent, copyrights, or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
 - ii. to defend any opposition proceeding in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright, or other analogous protection; and
 - iii. to cooperate with PHAB (but at PHAB’s expense) in any enforcement or infringement proceeding on such letter patent, copyright, or other analogous protection.
- e. Authorization to Company: In the event PHAB is unable, after reasonable effort, to secure Grantee’s signature on any patent, copyright, or other analogous protection relating to a Subject Idea, Invention or Material, whether because of Grantee’s physical or mental incapacity or for any other reason whatsoever, Grantee hereby irrevocably designates and appoints PHAB and its duly authorized officers and agents as [his/her] agent and attorney-in-fact, to act for and on Grantee’s behalf and stead to execute and file any such application, applications, or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright, or other analogous rights or protections thereon with the same legal force and effect as if executed by Grantee. Grantee’s obligation to assist PHAB in obtaining and enforcing patents and copyrights for Subject Ideas, Inventions and Materials in any and all countries shall continue beyond the termination of Grantee’s relationship with PHAB, but PHAB shall compensate Grantee at a reasonable rate after such termination for time actually spent by Grantee at PHAB’s request on such assistance.

30. 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.
31. PARTIAL INVALIDITY. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected.
32. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Oregon.
33. ADDITIONAL FUNDING. Unless prior written authorization is received from PHAB, no additional funds will be allocated to this project for work performed beyond the scope specified or timeframe cited in this Agreement.

34. REMEDIES FOR MISTAKES. If work that is prepared by the Grantee contains misinformation, the Grantee will correct error(s) within five business days: The Grantee will not charge PHAB for the time it takes to rectify the situation.
35. AUDITING. Grantee agrees to permit PHAB, PHAB's funders, and/or independent auditors to have access to Grantee's records and financial statements for the purpose of monitoring compliance with this Agreement. If Grantee is not required to undergo an audit pursuant to OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), because Grantee receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, Grantee will certify to PHAB that it is not so required. If Grantee is required to undergo an audit pursuant to OMB's Uniform Guidance, Grantee will undergo the required audit and agrees to send a copy of its most recent OMB Uniform Guidance audit report and any management letters to PHAB.
36. CONFIDENTIAL INFORMATION. In the course of this engagement, Grantee may have access to PHAB's confidential information. Grantee understands and agrees that for the purposes of this Agreement, "Confidential Information" means: all information and data in whatever form that is valuable to PHAB and is not generally known outside of PHAB; all PHAB proprietary information; all PHAB trade secrets; and all information and data in whatever form that is disclosed by others in confidence to PHAB. Grantee understands that Confidential Information may not be explicitly marked as confidential. If Grantee has doubts about whether particular information is Confidential Information, Grantee will promptly consult PHAB's Chief Administrative Officer for guidance in advance. Grantee understands and agrees that Confidential Information includes, but is not limited to, the information described below:
- a. Technical information of PHAB, its affiliates, its customers, or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies; computer product, process, and/or devices; software product; and any database methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
 - b. Business information of PHAB, its affiliates, its members, or other third parties, such as but not limited to: information relating to PHAB employees (including information related to performance, skillsets, and compensation); actual and anticipated relationships between PHAB and other companies; financial information; information relating to customer or vendor relationships; product pricing, customer lists, customer preferences, financial information, credit information; and similar items; and
 - c. Information relating to future plans of PHAB, its affiliates, its customers, or other third parties, such as but not limited to: marketing strategies; new product research; pending projects and proposals; proprietary production processes, research, and development strategies and similar items; and
 - d. All "Trade Secrets" within the meaning of the Virginia Uniform Trade Secrets Act.
 - e. To protect PHAB's Confidential Information and goodwill, Grantee agrees that [he/she] will not use, publish, misappropriate, or disclose any Confidential Information, during or after Grantee's engagement, except as required in the performance of Grantee's duties for PHAB or as specifically authorized in writing by PHAB's Chief Executive Officer.
37. NOTICE: Grantee should submit all reports and correspondence to:

Mark Paepcke
Chief Administrative Officer

Public Health Accreditation Board
1600 Duke Street, Suite 200
Alexandria, VA 22314

Email: mpaepcke@phaboard.org
Phone (703) 778-4549, ext. 104
Fax (703) 778-4556

PHAB should submit all payments and correspondence to the Grantee at the following address:

Jeanne Weber
Contract Analyst

Clackamas County Public Health
2051 Kaen Road, Suite 367
Oregon City, OR 97045

Email: jweber2@co.clackamas.or.us
Phone: 503-742-5350

ATTEST: For the mutual consideration described in the provisions of this Agreement, the parties hereto agree to those provisions through the signature, below, of the parties and/or persons who have the authority to bind the parties to this Agreement:

PHAB:

Authorized Signature:

GRANTEE:

Authorized Signature:

Kaye Bender Date
PHAB President/CEO

Richard Swift Date
Director, Health, Housing and Human Services

Attachment I : Grant Proposal
(Proposal Follows)

Attachment II – Statement of Work

Key Activities/Tasks	Timeline	Responsible Person
Set-up grant accounting system	Following notification of award	PM
Welcome webinar	June 18, 2018	DA, CC, PM
Project start	June 25, 2018	PM
Technical coaching calls	June 25-29, 2018	DA, CC
Launch of Web-based data platform (Healthy Communities Institute) for Blueprint	July 1, 2018	PM
Virtual office hours: technical content	July 2-3, 2018	DA, CC
Engagement webinar	July 11, 2018	DA, CC
Confirmation of UCPT installation	July 13, 2018	DA, CC
Attend in-person training	July 17-18, 2018	DA, CC
Virtual office hours: engagement content	July 23-24, 2018	DA, CC
Finalized contract	July 25, 2018	CA
Creation of 3-5 groups	August 1, 2018	DA, CC
Blueprint Community Grants RFA release	August 1, 2018	CC
Communications plan finalized	August 1, 2018	CC
Creation of strategies	September 1, 2018	DA, CC, PM
Participate in periodic conference calls	Ongoing	DA, CC, PM
Contribute to PHNCI evaluation and data collection efforts	Ongoing	DA, CC, PM
Project end	October 31, 2018	All
Submit final report to PHNCI	November 21, 2018	All

STAFFING KEY

CLACKAMAS COUNTY STAFF - Program Manager (PM); Public Health Data Analyst (DA); Communications Coordinator (CC); Contract Analyst (CA)