

Oregon COMPASS Agreement
MEMORANDUM OF UNDERSTANDING (MOU)
between
Comagine Health and CITY OF NEWPORT

Background

Comagine Health is a private nonprofit, community-based organization dedicated to improving health and health care. With over 40 years of experience assisting front-line providers and engaging health care stakeholders, we provide services that improve outcomes and deliver measurable results to directly influence the care delivered to millions of people in our communities. Comagine Health works with Oregon providers and communities to promote patient-centered care, make care safer and more affordable and improve population health. We engage hospitals, nursing homes, medical practices, home health agencies, pharmacies, Medicare consumers and families, public agencies, community-based organizations and other key stakeholders to develop and apply proven strategies for delivering safer, more efficient care.

In partnership with the Oregon Health Authority—Public Health Division (OHA-PHD), Comagine Health is committed to promoting and supporting evidence-based health promotion, self-management and lifestyle change programs in Oregon. Under this partnership, Comagine Health has assumed licensing rights and responsibilities for COMPASS, referred to in Oregon as Oregon COMPASS. COMPASS is a unique online portal developed at the University at Albany, State University of New York, and made available by license from Albany Designs. A registration and data management tool, COMPASS assists organizations in delivery and tracking of evidence-based health programs, including but not limited to the Stanford Chronic Disease Self-Management Programs, the National Diabetes Prevention Program and Walk with Ease. Oregon COMPASS serves to centralize data management, reporting, calendaring and registration for a broad range of programs (see Appendix A).

Agreement

This agreement is entered into between Comagine Health and CITY OF NEWPORT, an organization providing evidence-based self-management and/or health promotion programs within Oregon, (hereafter known as the “Delivery Organization”), that exhibits commitment to quality delivery of approved evidence-based health promotion program(s), as noted in Appendix A. This agreement will remain in effect until dissolved by either party with 30 days written notice.

Partnership with Comagine Health for the purpose of this agreement is based on the Delivery Organization’s ability and commitment to:

1. Provide quality delivery of evidence-based health promotion, self-management and lifestyle change programs (see Appendix A).
2. Use Oregon COMPASS to track program and participant data.

3. The use of participant level data by Comagine Health to support federal and local quality improvement initiatives and healthcare cost transparency initiatives (see Appendix D).

Under this agreement, Comagine Health will:

- Maintain the license for a secure, online database known as Oregon COMPASS for the state of Oregon. This website enables electronic program registration, data collection/submission, scheduling and reporting. Comagine Health will provide the approved Delivery Organization representative(s) designated in Appendix B with access to Oregon COMPASS data entry tools and access to view and report Delivery Organization data.
- Provide a designated consultant to assist the Delivery Organization with technical assistance questions related to Oregon COMPASS implementation, functionality, data reporting, user permissions and agreement updates.
- Monitor Oregon COMPASS use and functions among organizations in Oregon. As needed and as possible given resource constraints, Comagine Health will track emerging Delivery Organization needs and request changes or additions to the Oregon COMPASS vendor to enhance effectiveness of the COMPASS program (e.g., add additional evidence-based programs or add data elements or functions to meet Delivery Organization, Comagine Health and OHA needs).
- Support the use of Oregon COMPASS data for national and state quality improvement initiatives with the goal of increasing health and health care access for all Oregonians.
- Ensure data extracted from Oregon COMPASS will be managed securely by Comagine Health and follow the guidelines set forth in Appendix D.

Under this agreement CITY OF NEWPORT, will:

- Designate personnel to receive access to Oregon COMPASS, as indicated in the Oregon COMPASS MOU Appendix B and ensure that all designated personnel have completed privacy and security training in adherence with HIPAA. The Delivery Organization shall promptly notify Comagine Health staff of any changes in staff access to Oregon COMPASS.
- Designate personnel to enter program and participant data electronically, using data tools found in Oregon COMPASS. The Delivery Organization understands that de-identified and aggregate data will be used by OHA, the Oregon Department of Human Services, Comagine Health, and local public health authorities to track program reach for planning purposes and reporting to federal partners.
- Ensure the security of health-related data collected through community programs until it has been electronically entered in the Oregon COMPASS database. Once this has occurred, the Delivery Organization will either destroy the original data records by shredding and/or electronic purging or secure the data in a locked place or password-protected computer until it has been destroyed.
- Be responsible for all aspects of program coordination and delivery. This includes licensing of programs if a license is required; recruiting, training and oversight of program instructors/leaders/lifestyle coaches; program promotion and recruitment of participants; and monitoring program fidelity to ensure programs are offered consistently and in compliance with evidence-based models.
- Use evidence-based program(s) at its own risk. Comagine Health will have no liability to Delivery Organization or to any third party resulting from the use the program(s).

In acknowledgement of the foregoing description of the services and requirements of this agreement, these authorized signatories of Comagine Health and the Delivery Organization do hereby attest to their acceptance of the terms and conditions of this MOU.


For Comagine Health

Project Manager: Tracy Carver
Title: Director, Community Engagement / Systemwide Quality Improvement
Signature:
Date:

Authorized Official: Juliana Preston
Title: Chief Operating Officer
Signature:
Date:

For CITY OF NEWPORT

Authorized Signature:
Date:


9-21-21

Name: Spencer Nebel
Title: City Manager, City of Newport, Oregon

APPENDIX A. PROGRAMS SUPPORTED BY DELIVERY ORGANIZATION

This appendix designates which prevention and self-management programs the Delivery Organization will include in the Oregon COMPASS information portal. This list may be updated at any time by contacting Comagine Health at LiveHealthyOR@comagine.org.

CITY OF NEWPORT

Contact Person: Michael Cavanaugh

Contact Phone: 541-574-5453

Contact Email: M.Cavanaugh@NewportOregon.gov

CITY OF NEWPORT requests access to the Oregon COMPASS technology for the following self-management, lifestyle change and falls prevention programs:

Self-Management Resource Center Programs		
<input type="checkbox"/>	Date Added:	Cancer: Thriving and Surviving
<input type="checkbox"/>	Date Added:	Chronic Disease Self-Management
<input type="checkbox"/>	Date Added:	Chronic Pain Self-Management
<input type="checkbox"/>	Date Added:	Diabetes Self-Management
<input type="checkbox"/>	Date Added:	HIV: Positive Self-Management
<input type="checkbox"/>	Date Added:	Programa de Manejo Personal de la Diabetes (Spanish DSMP)
<input type="checkbox"/>	Date Added:	Tomando Control de la Salud (Spanish CDSMP)

Other Self-Management Programs		
<input type="checkbox"/>	Date Added:	A Matter of Balance
<input type="checkbox"/>	Date Added:	Active Choices
<input type="checkbox"/>	Date Added:	Active Living Every Day
<input type="checkbox"/>	Date Added:	National Diabetes Prevention (Chinese)
X	Date Added: 08/28/2016	National Diabetes Prevention (English)
<input type="checkbox"/>	Date Added:	National Diabetes Prevention (Spanish)

<input type="checkbox"/>	Date Added:	Tai Chi for Arthritis
<input type="checkbox"/>	Date Added:	Tai Chi: Moving for Better Balance Option A
<input type="checkbox"/>	Date Added:	Tai Chi: Moving for Better Balance Option B
<input type="checkbox"/>	Date Added:	Walk With Ease – Group Model 2X
<input type="checkbox"/>	Date Added:	Walk With Ease – Group Model 3X
<input type="checkbox"/>	Date Added:	Walk With Ease – Self-Directed

APPENDIX B. DESIGNATION OF OREGON COMPASS USER PERMISSIONS

NOTE: Access to the Oregon COMPASS data portal will be guaranteed for one person from each program delivery organization. Please refer to Appendix C to identify the appropriate level(s) of user access. In most cases, the primary user will be a Program Coordinator. As spots are available, additional users may be added by contacting Comagine Health at LiveHealthyOR@comagine.org.

Any designated personnel, including subcontractors or agents who are performing work on behalf of the organization, who will have access to related data within the Oregon COMPASS portal must adhere to regulations and agreements as identified in the MOU.

CITY OF NEWPORT

User #1 Name: Darcy de la Rosa

Position/Job Title:

Email: darcy.delarosa@gmail.com

Phone:

User Type(s): *select all that apply*

☐ Program Coordinator

☐ Sub-Coordinator

☒ Implementation Site Staff; *please provide Site name(s):*

☒ Peer Leader/Lifestyle Coach

☐ Master Trainer

Newport 60+ Activity Center

User #2 Name:

Position/Job Title:

Email:

Phone:

User Type(s): *select all that apply*

☐ Program Coordinator

☐ Sub-Coordinator

☐ Implementation Site Staff; *please provide Site name(s):*

☐ Peer Leader/Lifestyle Coach

☐ Master Trainer

User #3 Name:

Position/Job Title:

Email:

Phone:

User Type(s): *select all that apply*

☐ Program Coordinator

☐ Sub-Coordinator

☐ Implementation Site Staff; *please provide Site name(s):*

☐ Peer Leader/Lifestyle Coach

☐ Master Trainer

User #4 Name:

Position/Job Title:

Email:

Phone:

User Type(s): *select all that apply*

☐ Program Coordinator

☐ Sub-Coordinator

☐ Implementation Site Staff; *please provide Site name(s):*

☐ Peer Leader/Lifestyle Coach

☐ Master Trainer

User #5 Name:

Position/Job Title:

Email:

Phone:

User Type(s): *select all that apply*

☐ Program Coordinator

☐ Sub-Coordinator

☐ Implementation Site Staff; *please provide Site name(s):*

☐ Peer Leader/Lifestyle Coach

☐ Master Trainer

APPENDIX C. OREGON COMPASS USER TYPES AND PERMISSIONS LEVELS

User Type	User Type Description	Permission Level
<i>Program Coordinator</i>	Usually an employee of a partner organization, this person is responsible for coordinating the delivery of programs, workshop delivery personnel (i.e. peer leaders/lifestyle coaches) and program delivery (implementation) sites. This person has data reporting responsibilities to the Oregon Compass portal.	<p>Highest level of permission for a program delivery organization. For their organization, this person can:</p> <ul style="list-style-type: none"> • Generate reports • Add new workshops • View/edit existing workshops • View/add/edit participants • Enter attendance and other participant data • Send electronic surveys/consent forms to participants • Download workshop data packet forms • View/enter/edit delivery personnel • View/enter/edit implementation sites • Export workshop, participant, delivery personnel, and implementation site data
<i>Sub-Coordinator</i>	Works closely with the Program Coordinator and assists in managing the delivery of programs. This person may be an employee of the partner organization or the facility where a program is delivered (i.e. implementation site).	<p>Similar permissions as Program Coordinator, but a little less. For their organization, this person can:</p> <ul style="list-style-type: none"> • Generate reports • Add new workshops • View/edit existing workshops • View/add/edit participants • Enter attendance and other participant data • Send electronic surveys/consent forms to participants • Download workshop data packet forms • View delivery personnel • View/add/edit implementation sites • Export workshop, participant, and implementation site data

<i>Implementation Site Staff</i>	Usually an employee of the facility (implementation site) where a program is delivered. May also be a workshop leader/lifestyle coach and have reporting responsibilities to the Oregon Compass portal. Works with Program and/or Sub-Coordinators to confirm reporting requirements.	Similar permissions as Sub-Coordinator, but does not have the ability to add or edit implementation sites. For their assigned implementation site(s) , this person can: <ul style="list-style-type: none"> • Add new workshops • View/edit existing workshops • View/add/edit participants • Enter attendance and other participant data • Send electronic surveys/consent forms to participants • Download workshop data packet forms • View delivery personnel • Export participant and implementation site data
<i>Master Trainer</i>	Leads trainings for National Diabetes Prevention Program lifestyle coaches and/or Self-Management Resource Center (SMRC) program leaders. Some are Program Coordinators, while some are subcontractors who do not oversee program delivery or have data reporting responsibility.	A higher level of permissions compared to the Peer Leader. For their assigned workshop(s) , this person can: <ul style="list-style-type: none"> • View/add/edit leader trainings • Enter attendance/satisfaction survey results for leader trainings • View/edit existing workshops • View/add/edit participants • Enter attendance and other participant data • Send electronic surveys/consent forms to participants • Download workshop data packet forms • View delivery personnel • View implementation sites • Export workshop and participant data
<i>Peer Leader / Lifestyle Coach</i>	An employee, subcontractor or volunteer who is trained to deliver workshops under a partner organization's program license.	Similar permissions as Master Trainer, but a little less. For their assigned workshop(s) , this person can: <ul style="list-style-type: none"> • View/edit existing workshops • View/add/edit participants • Enter attendance and other participant data • Send electronic surveys/consent forms to participants • Download workshop data packet forms • View delivery personnel • View implementation sites • Export workshop and participant data

APPENDIX D. DATA SHARING AND CONFIDENTIALITY AGREEMENT

Underlying Agreement: Oregon COMPASS

THIS DATA SHARING AND CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into as of **September 1, 2021** (“Effective Date”), by and between CITY OF NEWPORT, a Data Provider (“CITY OF NEWPORT”) and Comagine Health, a nonprofit corporation and Data Recipient (“Comagine Health”). The CITY OF NEWPORT and Comagine Health hereinafter collectively referred to as the “Parties”.

RECITALS:

WHEREAS, Comagine Health is entering into this Agreement with CITY OF NEWPORT wherein Comagine Health provides the data sharing services that are described in a separate document attached hereto (the “Underlying Agreement”) and

WHEREAS, Comagine Health wishes to use certain data which may be in the form of protected health information (“PHI”), Limited Data Sets of PHI (“LDS”) or De-Identified data (collectively “Project Data”) maintained by CITY OF NEWPORT for purposes of the Underlying Agreement (“Authorized Purpose”). CITY OF NEWPORT wishes to make such Project Data available to the Comagine Health, for the Authorized Purpose.

WHEREAS, Comagine Health wishes to receive, and CITY OF NEWPORT wishes to disclose Project Data for the Authorized Purpose.

WHEREAS, the disclosure of such Project Data by CITY OF NEWPORT is permitted only in compliance with the Privacy Rule, 45 CFR Parts 160 and 164 Subpart E, for the Authorized Purposes and subject to the entry of the CITY OF NEWPORT and Comagine Health into this Agreement.

WHEREAS, CITY OF NEWPORT shall include the data fields specified by the parties from time to time, which are the minimum necessary to accomplish the Authorized Purpose set forth in the Agreement.

THEREFORE, the parties therefore agree to the following for purposes of a Data Sharing and Confidentiality Agreement applicable to the Project Data disclosed by or on behalf of the CITY OF NEWPORT to Comagine Health for Authorized Purposes:

AGREEMENT:

1. Interpretation. This Agreement shall be interpreted consistently with the HIPAA Administrative Simplification regulations, 45 CFR Parts 160 and 164, including the Security Rule (45 CFR Parts 160 and 164 Subparts A and C), Breach Notification Rule (45 CFR Parts 160 and 164 Subparts A and D) and the Privacy Rule (45 CFR Parts 160 and 164 Subparts A and E) (collectively “HIPAA Regulations”). Terms defined in the HIPAA Regulations shall have that definition in this Agreement.

2. Scope of Project Data Set. The Project Data to be disclosed shall exclude the following direct identifiers of Individuals or of the relatives, employers, or household members of Individuals: (a) names; (b) postal address information, other than town or city, state and zip code; (c) telephone numbers; (d) fax numbers; (e) electronic

mail addresses; (f) social security numbers; (g) medical record numbers; (h) health plan beneficiary numbers; (i) account numbers; (j) certificate/license numbers; (k) vehicle identifiers and serial numbers, including license plate numbers; (l) device identifiers and serial numbers; (m) web universal resource locators (URLs); (n) Internet Protocol (IP) address numbers; (o) biometric identifiers, including finger and voice prints; and (p) full face photographic images and any comparable images. Comagine Health shall notify CITY OF NEWPORT the Project Data requested under this Agreement.

3. Safeguards. Comagine Health shall provide appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Project Data set file(s) and to prevent unauthorized use or access to it.

4. Data Ownership. The Parties agree that, while the CITY OF NEWPORT retains all ownership rights to the underlying Project Data supplied to Comagine Health in connection with its duties and responsibilities, Comagine Health retains all ownership rights to the data files created pursuant to the Underlying Agreement and otherwise referred to in this Agreement, and CITY OF NEWPORT does not obtain any right, title or interest in any of such data files.

5. Authorization. CITY OF NEWPORT hereby authorizes Comagine Health to have access to and obtain Project Data described in the Underlying Agreement to fulfill its quality improvement functions and responsibilities. CITY OF NEWPORT shall provide copies of all such records and information to the Comagine Health upon request by Comagine Health.

6. Comagine Health – Data Recipient Obligations. As a condition of receiving any Project Data, the Comagine Health shall comply with all applicable federal and state privacy and security laws and regulations, and further shall:

- a. Not use or further disclose any PHI or Limited Data Set of the Project Data in a manner that would violate the Privacy Standards if done by CITY OF NEWPORT;
- b. Not use or further disclose any PHI or Limited Data Set of the Project Data other than as permitted by this Agreement or otherwise required by law;
- c. Use appropriate safeguards to prevent use or disclosure of the PHI or Limited Data Set of the Project Data other than as permitted by this Agreement;
- d. Report to CITY OF NEWPORT any use or disclosure of the PHI or Limited Data Set of the Project Data not provided for by this Agreement of which Comagine Health becomes aware;
- e. Ensure that any agents, including a Subcontractor, to whom it provides any PHI or Limited Data Set of the Project Data agrees to the same restrictions and conditions that apply to Comagine Health with respect to such information; and
- f. Not identify any Individuals who are the subjects of any PHI or Limited Data Set of the Project Data, or other persons identifiable through any PHI or Limited Data Set of the Project Data, or contact such Individuals or persons.

7. Violation of Agreement and Cure. In the event the CITY OF NEWPORT becomes aware of a pattern of activity or a practice by Comagine Health which violates this Agreement, CITY OF NEWPORT may:

- a. Demand in writing that Comagine Health cease the violation and cure or mitigate any potentially harmful effects of the violation;
- b. Cease all disclosures under this Agreement to Comagine Health;

- c. Terminate this Agreement if Comagine Health does not provide reasonable written proof that it has ceased the violation and cured or mitigated any potentially harmful effects of the violation, within thirty (30) days of the CITY OF NEWPORT's demand that the violation cease;
- d. Report the violation to the Secretary of the U.S. Department of Health and Human Services, at CITY OF NEWPORT's discretion.

8. Term and Termination. The term of this Agreement shall begin on the Effective Date and shall continue unless earlier terminated:

- a. Without cause by either party by thirty (30) days' notice to the other party; or
- b. For cause by CITY OF NEWPORT as provided in Section 7.

9. Effect of Termination.

- a. **Return or Destruction of Confidential Information.** Upon termination of the Agreement for any reason, Comagine Health, its subcontractors and its agents shall upon CITY OF NEWPORT's written notification (a) return the submitted confidential information, or (b) destroy the submitted, created, and maintained confidential information, if agreed to by the CITY OF NEWPORT or if determined by Comagine Health that the return of such confidential information is feasible.
- b. **Confidentiality.** If Comagine Health determines that returning or destroying any or all data is infeasible, Comagine Health, its subcontractors, and/or its agents shall extend the protections of this Agreement to such data and limit further uses and disclosures of confidential information to those purposes that make the return or destruction infeasible, for as long as Comagine Health, its subcontractors, or its agents maintain such data. CITY OF NEWPORT hereby acknowledges and agrees that infeasibility includes Comagine Health's, its subcontractors', or its agents' need to retain information for work product documentation purposes, its legal responsibilities or such other purposes as described in this Agreement.
- c. **Retention of Data.** In the event that Comagine Health or any subcontractors retain data, the entities retaining such information shall:
 - i. Retain only that confidential information which is necessary to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to CITY OF NEWPORT or destroy the remaining confidential information that Comagine Health or any subcontractors still maintain in any form;
 - iii. Continue to use reasonable safeguards to prevent use or disclosure of confidential information, for as long as the Comagine Health or any subcontractors retain the data;
 - iv. Not use or disclose the confidential information retained other than for the purposes for which such confidential information was retained and subject to the same conditions of this Agreement related to the permitted uses and disclosures by the Comagine Health which applied prior to termination; and
 - v. Return to CITY OF NEWPORT or destroy the confidential information retained by the Comagine Health or subcontractors when it is no longer needed by Comagine Health or any subcontractors for its proper management and administration or to carry out its legal responsibilities.
- d. **Retention and Use of Data for Other Purposes.** Notwithstanding the foregoing, and for the sake of clarity, the Parties understand and agree that Comagine Health may continue to use and disclose any data, analyses, and information derived from the confidential information provided by the CITY OF NEWPORT to Comagine Health for Comagine Health's internal administrative and management purposes.

10. Amendment. Both parties may amend this Agreement at any time as necessary to conform to any changes or modifications of relevant State or Federal laws or applicable regulations, program directives, or instructions issued pursuant to applicable laws and regulations. In the event of such an amendment, both parties shall provide each other with notice of any such new or revised laws, regulations, program directives, or instructions.

11. Subcontractors. Comagine Health agrees to ensure that any agent or subcontractor that creates, receives, maintains, or transmits confidential information agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Comagine Health with respect to such confidential information and agrees to implement reasonable and appropriate safeguards to protect such confidential information.

12. Miscellaneous.

- a. Regulatory References.** A reference in this Agreement to any provision of the Code of Federal Regulations or to HIPAA or any provision thereof means the section as in effect or as amended and for which compliance is required.
- b. Indemnity.** Comagine Health shall indemnify, defend and hold CITY OF NEWPORT (and CITY OF NEWPORT's agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action, or other proceeding (including any proceeding by any employees, agents or contractors) that is based upon (a) Comagine Health's breach of this Agreement, (b) any negligent or willful act or omission of Comagine Health in connection with this Agreement, or (c) the infringement or misappropriation of any foreign or United States patent, copyright, trade secret, or other proprietary right by Comagine Health in connection with this Agreement.
- c. Status of Comagine Health.** Neither Comagine Health, nor its principals, employees, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Comagine Health hereby agrees to promptly notify CITY OF NEWPORT in the event that Comagine Health or any of its principals, employees, or in the case of subcontractors involved in the performance of Services is threatened with, or subject to actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that any such entity or person is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Comagine Health is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate.
- d. Severability.** Should any clause, portion, or section of this Agreement be unenforceable or invalid, this shall not affect the enforceability or validity of the remainder of this Agreement. Should any particular provision(s) of this Agreement be held unreasonable or unenforceable for any reason, the provisions shall be given effect and enforced to whatever extent would be reasonable and enforceable.
- e. Governing Law.** This Agreement and any disputes arising under it shall be governed by the laws of the state of Washington, Comagine Health corporate location.
- f. Resolution of Disputes.** The Parties agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations. If the Parties are unable to settle the matter between themselves, the matter shall thereafter be resolved by alternative dispute resolution, starting with mediation, and including, if

necessary, a final and binding arbitration. Whenever a Party shall decide to institute arbitration proceedings, it shall give written notice to that effect to the other Party. The Party giving such notice shall refrain from instituting the arbitration proceedings for a period of sixty (60) days following such notice. During such period, the Parties shall make good faith efforts to amicably resolve the dispute without arbitration. Any arbitration hereunder shall be conducted under the rules of the American Arbitration Association. Any such arbitration shall be held in the state of Washington. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred under this Agreement or by the applicable statute of limitation. The prevailing party in any such arbitration shall be entitled to recover from the other party, in addition to any other remedies, all reasonable costs, attorneys' fees and other expenses incurred by such prevailing party.

- g. Notice.** All notices, consents, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall conclusively be deemed effective (a) on personal delivery, (b) on confirmed delivery by courier service, (c) on the first business day after transmission if sent by confirmed facsimile transmission or registered electronic mail transmission, with unmodifiable proof of content, delivery, and time of delivery, or (d) three days after deposit in the United States mail by first class registered or certified mail, postage prepaid, addressed to the party to be notified as set forth below.

Comagine Health	Name, Title and Email
Division, Systemwide Quality Improvement:	Tracy Carver, Project Director Oregon Self-Management Program TCarver@comagine.org
Compliance Officer:	Pablo Garcia, Director of Contracts Administration and Compliance PGarcia@comagine.org
Privacy Officer:	Mark Norby, Corporate Privacy Officer MNorby@comagine.org

Notice to CITY OF NEWPORT:

Address: 169 SW Coast Highway, Newport, Oregon 97365

Attention: Mike Cavanaugh

Phone: 541-574-5453

Either Party may change its address by giving written notice of its new address to the other Party in the manner set forth above.

- h. Compliance with Laws; Interpretation.** The Parties shall comply with all applicable law in performing their respective duties and responsibilities under this Agreement. In the event of any inconsistency or ambiguity, the terms of this Agreement shall be interpreted and construed to permit the Parties to comply with applicable statutes and regulations, specifically 42 CFR 480. Nothing

herein shall be interpreted or construed to require either Party to violate any provision of 42 CFR 480. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

- i. **Waiver.** No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (a) shall be effective unless it is in writing and signed by the Party making the waiver; (b) shall be deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (c) shall be deemed to constitute a continuing waiver unless the writing expressly so states.
- j. **Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.
- k. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement between the Parties pertaining to the sharing of data described herein and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties.
- l. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of scanned counterpart in portable document format (PDF) by email, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Comagine Health

Authorized Signature:

Date:


Name: Juliana Preston

Title: Chief Operating Officer

For CITY OF NEWPORT

Authorized Signature:

Date:


9-21-21

Name: Spencer Nebel

Title: City Manager, City of Newport, Oregon

Date: August 24, 2021

Darcy de la Rosa
537 SE Vista Dr
Newport, OR 97365



Subject: Letter of Understanding for Comagine Health's Oregon Compass Data Portal

Dear Ms. de la Rosa,

This letter confirms that which we discussed during our conversation over the telephone.

It is agreed that you, Darcy de la Rosa, will provide facilitator services and support for the Type-2 Diabetes Prevention Program through Comagine Health's Oregon Compass Data Portal.

The City of Newport will continue to provide the technical equipment, according to program specifications, and administrative support for the Type-2 Diabetes Prevention Program.

In your role as the facilitator of the Type-2 Diabetes Prevention Program and using Comagine Health's Oregon Compass Data Portal, it is our understanding that you will perform the following functions:

1. Ensure that privacy and security training is completed in adherence with HIPAA.
2. Provide quality delivery of evidence-based health promotion, self-management and lifestyle change programs (Type-2 Diabetes Prevention Program).
3. Use Oregon COMPASS to track program and participant data. Enter program and participant data electronically, using data tools found in Oregon COMPASS and in adherence with HIPAA.

If this meets with your understanding of our conversation, please sign a copy of this letter and return it to my office.

If you have any questions, please feel free to contact me directly. Looking forward to your confirmation.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Mike Cavanaugh".

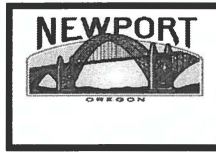
Mike Cavanaugh
Parks and Recreation Director
City of Newport, Oregon

As agreed,

A handwritten signature in black ink, appearing to read "Darcy de la Rosa".

Ms. Darcy de la Rosa, MPH, RD
Facilitator, Type-2 Diabetes Prevention Program
Newport 60+ Activity Center

Cc: Friends of the Newport Senior Center
Spencer Nebel, City Manager
David Allen, City Attorney



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Oregon Compass Agreement Mou Date: 9-7-21

Statement of Purpose: Replaces unsigned Mou with Comagine. Mou is for
60+ Center. Letter of Agreement has been signed by instructor (attached,

Department Head Signature: [Signature] 9-7-21

Remarks, if any: Updated Mou with signed Letter of Agreement by instructor

City Attorney Review and Signature: [Signature] Date: 9/20/2021

Other Signatures as Requested by the City Attorney: _____

Name/Position

Date: _____

Budget Confirmed:

Signature	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
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Certificate of Insurance Attached: Yes ☐ No ☐ N/A ☒

City Council Approval Needed: Yes ☐ No ☐ Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 9-21-21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 9/23/2021

Date posted on website: _____